
JUST PRINT IT, INC.

Plaintiff,

v.

3DR HOLDINGS, LLC

Defendant.

:
:
: PHILADELPHIA COUNTY
: COURT OF COMMON
: PLEAS
:
: SEPTEMBER TERM, 2017
: No. 01451
:
:
:
:

ORDER

AND NOW, this _____ day of _____, 2017, upon
consideration of Defendant's Preliminary Objections to Plaintiff's Amended
Complaint, and any response thereto, it is hereby ORDERED that Defendant's
Preliminary Objections are SUSTAINED and that Plaintiff's Amended Complaint is
dismissed with prejudice.

BY THE COURT:

J.

JUST PRINT IT, INC.

Plaintiff,

v.

3DR HOLDINGS, LLC

Defendant.

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RULE TO SHOW CAUSE

AND NOW, this _____ day of _____, 2017, upon
consideration of Defendant's Preliminary Objections to Plaintiff's Amended
Complaint and Plaintiff's response thereto, it is hereby **ORDERED** and
DECREED that a rule is issued upon the Plaintiff to show cause why the
Defendant is not entitled to the relief requested.

BY THE COURT:

J.

To: Plaintiff

By: /s/ Rachel K. Gallegos
Rachel K. Gallegos
Attorney for Defendant,
3DR Holdings, LLC

Attorney for Defendant, 3DR Holdings, LLC

[illegible]

SEPTEMBER TERM, 2017
No. 01451

Defendant 3DR Holdings, LLC (“3DR”) by and through its undersigned attorney, hereby submits this Brief in Support of its Preliminary Objections to Plaintiff Just Print It, Inc’s (“Just Print”) Amended Complaint. Just Print’s Amended Complaint is *identical* to its original Complaint and failed to address any

of the issues 3DR raised in its first set of preliminary objections. 3DR is now forced to file another set of substantially similar preliminary objections due to Just Print's inability to comply with the rules of court.

I. INTRODUCTION

1. This case arises out of Just Print's ongoing attempt to profit from a business model based on the illegal use of copyright protected designs.

2. Just Print downloaded thousands of designs from a website, began selling them on eBay, and proceeded to offer 3D printed models of those designs for a profit without permission from the creators of the designs.

3. Upon being questioned by an owner of one of the designs Just Print offered for sale on eBay, it defended its illegal conduct and published a lengthy written justification of its actions in a public online forum.

4. These facts are set forth in Exhibit A to the Complaint, which is an article published by 3DR that is the subject of the Complaint.

5. Just Print alleges that the article is defamatory, and that as a result of this article eBay banned Just Print from selling any items in the site. Just Print identifies no evidence to support this claim, and in fact has brought multiple lawsuits against various defendants alleging the exact same conduct raising the obvious question of causation.¹

¹ Plaintiff filed claims against two other companies, Tech Crunch, Inc. (case no. SC-17-02-24-6074) and Stratasys, Inc. (case no. SC-17-02-24-6077) in Philadelphia Municipal Court alleging the exact same conduct.

6. The Court should sustain 3DR's preliminary objections for the following reasons. First, Just Print's Amended Complaint is identical to the original Complaint and fails to address any of the issues raised in 3DR's preliminary objections.

7. Second, there is no basis for personal jurisdiction as 3DR is headquartered and incorporated in New York and has no contacts in Pennsylvania.

8. Third, Just Print fails to plead with specificity in compliance with the rules of civil procedure.

9. Lastly, Just Print's legal claims are plead insufficiently and do not allege any facts to support its allegations of harm caused by 3DR.

II. MATTER BEFORE THE COURT

10. The matter before the Court is 3DR's preliminary objections to Just Print's Amended Complaint.

11. 3DR's preliminary objections should be sustained in their entirety and Just Print's Amended Complaint should be dismissed with prejudice.

III. FACTUAL BACKGROUND

12. Just Print is a corporation with its principle place of business in Philadelphia, PA. *See* Amended Complaint at ¶ 1 attached as Exhibit A.

13. It offered 3D printing services on eBay. *Id.* at ¶ 17.

14. 3DR is a limited liability company that publishes online articles related to the 3D printing industry. *Id.* at ¶ 5.

15. 3DR is headquartered in New York City and incorporated in New York. *See* Affidavit of John Meckler attached as Exhibit B.

16. 3DR manages www.3dprint.com, a free 3D printing news website accessible to the public. *Id.* at ¶ 4, 5.

17. Just Print incorrectly alleges that 3DR has “significant business contacts in the Commonwealth of Pennsylvania.” *Id.* at ¶ 2.

18. In fact, 3DR has no business dealings in Pennsylvania. *Meckler Aff.* at ¶ 8.

19. It further incorrectly alleges that “3DR is a large public company [*sic*] does business in all 50 states with continuous and systematic contacts in Pennsylvania with activities specifically focused on Pennsylvania and its citizenry” *Id.* at ¶ 4.

20. 3DR is a privately held company with five employees. *Id.* at ¶ 3.

21. 3DR does not solicit Pennsylvania residents and its only connection with Pennsylvania is the defense of this action. *Meckler Aff.* at ¶¶ 10, 11.

22. On February 20, 2016 3DR published an article about Just Print. *Id.* at ¶ 8.

23. Just Print alleges that the February 2016 article and other subsequent unidentified articles were defamatory. *Id.* at 10-11.

24. Just Print was banned from eBay. *Id.* at ¶ 18.

IV. PROCEDURAL HISTORY

25. Just Print first filed a claim against 3DR in the Philadelphia Municipal Court on February 21, 2017. *See* Municipal Court Docket attached as Exhibit C.

26. The matter went to a hearing before The Honorable Joffie C. Pittman on July 10, 2017. *Id.*

27. Judge Pittman ultimately found in favor of 3DR and issued the attached written opinion. *Id.* *See* Opinion attached as Exhibit D.

28. Just Print filed the instant *de novo* appeal in the Philadelphia Court of Common Pleas on September 14, 2017. *See* docket attached as Exhibit E.

29. 3DR filed a Rule to File Complaint on September 28, 2017. *Id.*

30. Just Print filed its Complaint on October 20, 2017. *Id.* *See* Complaint attached as Exhibit F.

31. 3DR filed preliminary objections on November 9, 2017. *Id.*

32. Just Print filed an Amended Complaint, identical to the original Complaint, beyond the 20-day response deadline on December 4, 2017. *Id.* *See* Exhibit A.

33. The preliminary objections were assigned to the Honorable Lisette Shirdan-Harris on December 6, 2017. *Id.*

34. Judge Shirdan-Harris sustained 3DR's preliminary objections as uncontested on December 6, 2017. *Id.*

35. Judge Shirdan-Harris vacated her order on December 14, 2017, upon realization that Just Print filed its Amended Complaint late. *Id.*

V. ARGUMENT

A. Plaintiff's Amended Complaint Should be Dismissed for Failure to Conform to a Rule of Court

36. On December 4, 2017, beyond the required 20-day deadline to respond to 3DR's preliminary objections, Just Print filed an Amended Complaint. *See Exhibit A.*

37. The Amended Complaint is identical to the original Complaint and addresses none of 3DR's preliminary objections.

38. This is in complete violation of the rules, and an attempt to avoid addressing the deficiencies in its pleadings.

39. Per Pa.R.C.P. 1028(a)(2) an amended pleading may be filed within 20 days of service.

40. Just Print did not file an amended pleading, but instead re-filed its original Complaint.²

41. Under Pa.R.C.P. 1028 and Philadelphia local rule 1028(c) preliminary objections raising issues of jurisdiction must be responded to within 20 days if a notice to plead was attached.

42. 3DR raised the issue of jurisdiction in its first set of preliminary objections and included a notice to plead. Just Print failed to address the jurisdiction argument as well as all other preliminary objections.

² Just Print did attach an additional exhibit, which was an article published by 3D Printing Industry, not 3DR, and it has no relevance.

43. Just Print did not amend any part of its Complaint and 3DR is left to re-assert the same preliminary objections to the baseless allegations in the Amended Complaint.

44. This is an attempt to waste the time of 3DR and its counsel, as well as valuable judicial resources in processing these same filings yet again.

45. Just Print should not be permitted to continue to avoid addressing the clear errors in its pleadings by re-filing identical information.

46. Its Amended Complaint should be dismissed with prejudice to prevent this behavior.

**B. Just Print's Amended Complaint Should be
Dismissed for Lack of Personal Jurisdiction.**

47. Just Print's Amended Complaint should be dismissed because the Court lacks personal jurisdiction over 3DR.

A trial court may exercise personal jurisdiction over a defendant if either of the following two bases is present: (1) specific jurisdiction (under 42 Pa.C.S.A. § 5322) based upon specific acts of the defendant which gave rise to the cause of action, and (2) general personal jurisdiction (under 42 Pa.C.S.A. § 5301), based upon a defendant's general activity within the state.

King v. Detroit Tool Co., 682 A.2d 313, 314 (Pa. Super. 1996).

48. “When a defendant challenges the court's assertion of personal jurisdiction, that defendant bears the burden of supporting such objections to jurisdiction by presenting evidence.” *Gall v. Hammer*, 617 A.2d 23, 24 (Pa. Super. 1992) (citation omitted).

49. “The burden of proof only shifts to the plaintiff after the defendant has presented affidavits or other evidence in support of its preliminary objections challenging jurisdiction.” *Id.* n. 2 (citations omitted).

50. As set forth in the attached affidavit of John Meckler, 3DR has conducted no activities in Pennsylvania.

51. There is no basis for general jurisdiction based on 3DR’s general business activities in the state, because it has no general business activities in Pennsylvania.

52. There is also no basis for specific jurisdiction because Just Print’s Amended Complaint does not arise out of any specific conduct in Pennsylvania but instead was brought here because Just Print resides here.

53. 3DR did nothing here and the basis for Just Print’s Amended Complaint is an article that 3DR published on its website that is available everywhere.

54. As the Superior Court recognized in *Efford v. Jockey Club*:

The likelihood that personal jurisdiction can be constitutionally exercised is directly proportionate to the nature and quality of commercial activity that an entity conducts over the Internet. This sliding scale is consistent with well developed personal jurisdiction principles. At one end of the spectrum are situations where a defendant clearly does business over the Internet. If the defendant enters into contracts with residents of a foreign jurisdiction that involve the knowing and repeated transmission of computer files over the Internet, personal jurisdiction is proper. *At the opposite end are situations where a defendant has simply posted information on an Internet Web site which is accessible to users in foreign jurisdictions. A passive Web site that does*

little more than make information available to those who are interested in it is not grounds for the exercise of personal jurisdiction. The middle ground is occupied by interactive Web sites where a user can exchange information with the host computer. In these cases, the exercise of jurisdiction is determined by examining the level of interactivity and commercial nature of the exchange of information that occurs on the Web site.

796 A.2d 370, 374 (Pa. Super. 2005)(quoting *Zippo Mfg. Co. v. Zippo Dot Com, Inc.*, 952 F. Supp. 1119, 1124 (3d Cir. 1997)) (emphasis added).

55. This is a case where “defendant has simply posted information on an Internet Web site which is accessible to users in foreign jurisdictions.” *Id.*

56. “[A]n internet presence alone is insufficient to establish either general or specific personal jurisdiction” *Moyer v. Teledyne Cont’l Motors, Inc.*, 979 A.2d 336, 349 (Pa. Super. 2009).

57. 3DR is headquartered in New York City and incorporated in the state of New York. *Meckler Aff.* at ¶ 2.

58. 3DR maintains a news website, www.3dprint.com, focused on the developments and trends in the 3D world. *Id.* at ¶ 4.

59. The news website is free and open to the public. *Id.* at ¶ 4.

60. The website requires no registration, does not solicit, and more specifically does not solicit Pennsylvania citizens. *Id.* at ¶¶ 5, 10.

61. In short, Just Print seeks to hold 3DR liable in Pennsylvania based solely on the publication of an article on the Internet.

62. “For personal jurisdiction to exist, the defendant must clearly be doing business through its web site in the forum state, and the claim must related

to or arise out of use of the web site.” *Moyer v. Teledyne Cont’l Motors, Inc.*, 979 A.2d 336, 350 (Pa. Super. 2009).

63. That is clearly not the case here, as proven by the attached affidavit of John Meckler.

**C. Plaintiff’s Amended Complaint Should Be
Dismissed for Failure to Plead with Specificity**

64. Under Pennsylvania Rule of Civil Procedure 1028(a)(3), a party may file a preliminary objection for “insufficient specificity in a pleading.”

65. “The pertinent question under Rule 1028(a)(3) is ‘whether the complaint is sufficiently clear to enable the defendant to prepare his defense,’ or ‘whether the plaintiff’s complaint informs the defendant with accuracy and completeness of the specific basis on which recovery is sought so that he may know without question upon what grounds to make his defense.’” *Rambo v. Greene*, 906 A.2d 1232, 1236 (Pa. Super. 2006).

66. 3DR has failed to plead sufficiently to allow 3DR to mount a defense to the poorly drafted claims.

67. Specifically, Just Print must allege how it was harmed by 3DR and it has alleged no facts to demonstrate causation or link 3DR to the alleged harm in any way.

68. Just Print has appealed this matter from Philadelphia Municipal Court. *See* Exhibit E.

69. A hearing was held in Municipal Court before Judge Pittman, and 3DR prevailed against Just Print. *See* Exhibit C.

70. Judge Pittman issued a written opinion finding that Just Print had failed to establish causation and prove that 3DR's article caused eBay to ban Just Print. *See* Exhibit D.

71. Just Print has not only failed to plead the appropriate facts but has done so intentionally because it knows there are no facts that establish causation.

72. Just Print had the opportunity to prove causation in the lower court and connect the dots from 3DR's article to eBay's actions.

73. It failed to do so at the Municipal Court hearing and again in the follow up written brief that Judge Pittman required.

74. It now seeks to appeal that judgment and has still failed to plead the most basic facts needed to substantiate its claims.

D. Just Print's Amended Complaint Should Be Dismissed for Legal Insufficiency (Demurrer) under Pa. R.C.P. 1028(a)(4)

75. Just Print has failed to sufficiently plead the necessary legal elements of its claims.

76. The Court in *Mistick Inc., v. Northwestern Nat'l Cas., Co.*, 806 A.2d 39, 42 (Pa. Super. 2002), stated "[t]he question presented by the demurrer is whether, on the facts averred, the law says with certainty that no recovery is possible."

77. The court does not have to accept as true "conclusions of law, expressions of opinion, argumentative allegations or inferences" *Conrad v. Pittsburgh*, 218 A.2d 906, 907-908 (Pa. 1966).

1. Count I of the Amended Complaint should be dismissed because Just Print failed to properly plead the elements of defamation

78. The Court should dismiss Count I for defamation for multiple reasons.

79. First, Just Print alleges that 3DR accused it of violating copyrights of a third party that “had submitted unprotected, non-copyrighted works to the public domain.” Amended Complaint ¶ 11.

80. In fact, the article does not claim the works in question were unprotected and part of the public domain. *See* Amended Complaint Exhibit A.

81. The article notes that Just Print violated a license associated with a design. Just Print has failed to allege any defamatory statements in its Amended Complaint.

82. Second, Just Print alleges harm resulting from the publication of an article by 3DR, but it fails to assert any facts to support that allegation.

83. As explained above, Just Print has not alleged any facts linking the actions of 3DR and the harm allegedly suffered by Just Print.

84. EBay took action against Just Print, but there are no facts in the Amended Complaint to connect eBay’s actions to 3DR.

85. Third, a statement is not defamatory if it is opinion.

86. The Pennsylvania Supreme Court has recognized that “[a]lthough offensive to the subject, certain types of communications are not actionable. Generally, a statement that is merely an expression of opinion is not

defamatory.” *MacElree v. Philadelphia’s Newspapers*, 544 Pa. 177, 124-125 (Pa. 1996).

87. The court in *Sprague v. Porter*, stated that “[d]ifference of opinion is not legally actionable defamation. ‘[O]pinion without more does not create a cause of action in libel. Instead, the allegedly libeled party must demonstrate that the communicated opinion may reasonably be understood to imply the existence of undisclosed defamatory facts justifying the opinion.’” 2013 Phila. Ct. Com. Pl. LEXIS 368, 48-49 (citing *Baker v. Lafayette College*, 532 A.2d 399, 402 (Pa. 1987)); *see also Beckman v. Dunn*, 419 A.2d 583, 587 (Pa. Super. 1980).

88. 3DR’s article offered an opinion on the public dispute. *See* Amended Complaint Exhibit A.

89. 3DR did not accuse Just Print of infringement and misuse with no underlying explanation or factual support. *Id.*

90. Just Print itself had provided a very lengthy and very public justification of its actions and admitted to wrongdoing while trying to offer a defense. *Id.*

91. There was no implication of “undisclosed defamatory facts” as in *Sprague*. 2013 Phila. Ct. Com. Pl. LEXIS 368, 48-49.

92. The facts were put online by Just Print and the substance and opinion set forth in 3DR’s article was based on Just Print’s own published admissions and justifications.

93. Finally, by inserting itself into the online controversy, Just Print became a limited public figure in the 3D printing world and it must now prove that 3DR made the allegedly defamatory statement with “actual malice—that is, with knowledge that it was false or with reckless disregard of whether it was false or not.” *Rutt v. Bethlehem’s Globe Pub. Co.*, 484 A.2d 72, 79 (Pa. Super. 1984) (citing *New York Times v. Sullivan*, 376 U.S. 254, 279-280 (1964)).

94. A person can become a limited purpose public figure by “voluntarily injecting himself or becoming drawn into a particular public controversy.” *Id.* at 80. (citations omitted).

95. “A person may become a limited purpose public figure if he ‘thrusts himself into the vortex of the discussion of pressing public concerns.’” *Joseph v. Scranton Times, L.P.*, 959 A.2d 322, 349 (Pa. Super. 2008).

96. “A public controversy is not simply a matter of interest to the public; it must be a real dispute, the outcome of which affects the general public or some segment of it in an appreciable way If the issue was being debated publicly and if it had foreseeable and substantial ramifications for non-participants, it was a public controversy.” *Id.* at 81(citations omitted).

97. In this case, Just Print created the controversy by its own conduct when it posted a four-page long comment in an online public forum. *See* Amended Complaint Exhibit A.

98. There is no allegation in the Amended Complaint of any facts establishing actual malice.

99. For this reason, the Court should dismiss the Amended Complaint.

2. Count II of the Amended Complaint should be dismissed because Just Print failed to properly plead the necessary elements of a claim under the Unfair Trade Practices Consumer Protection Law

100. Just Print alleges in Count II that 3DR violated the Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201.1 *et seq.* (“UTPCPL”).

101. The UTPCPL is designed to protect consumers of goods, services, or leases. Section 201-9.2(a) states:

Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by section 3 of this act, may bring a private action to recover actual damages or one hundred dollars (\$ 100), whichever is greater.

102. Just Print fails to allege that it purchased or leased any goods or services, that it did so primarily for personal, family or household purposes, or that it suffered any ascertainable loss of money or property.

103. Clearly, Just Print has failed to allege the factual basis for a claim under the UTPCPL.

3. Count III of the Amended Complaint should be dismissed because Just Print failed to properly plead the necessary elements of a claim for tortious interference with a contract

104. A claim for tortious interference with a contract must allege: “(1) there is an existing contractual relationship between the plaintiff and a third party;

(2) the defendant interfered with the performance of that contract by inducing a breach or otherwise causing the third party not to perform; (3) the defendant was not privileged to act in this manner; and (4) the plaintiff suffered pecuniary loss as a result of the breach of contract.” Al *Hamilton Contracting Co. v. Cowder*, 644 A.2d 188, 191 (Pa. Super 1994).

105. Just Print has failed to establish it had any contract with eBay as it failed to attach any writing to the Amended Complaint proving the existence of a contract.

106. Assuming a contract did exist, Just Print failed to allege how 3DR interfered with Just Print’s contract with eBay.

107. It has set forth no facts to support causation and any resulting damages. Just Print alleges it was shut down on eBay “resulting in significant damages and substantially detriment effect to the business of Just Print I,” yet fails to identify the type of damages and detrimental effect is suffered. *See Exhibit A at ¶ 18.*

108. Just Print’s claim for tortious interference is inadequate and should be dismissed.

VI. CONCLUSION

109. For the foregoing reasons, Defendant 3DR's Preliminary Objections to Plaintiff's Amended Complaint should be sustained and the Amended Complaint should be dismissed with prejudice.

Respectfully submitted,

STEVE HARVEY LAW LLC

By: _____



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Dated: December 22, 2017

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JUST PRINT IT, INC.

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SEPTEMBER TERM, 2017
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Defendant 3DR Holdings, LLC (“3DR”) by and through its undersigned attorney, hereby submits this Brief in Support of its Preliminary Objections to Plaintiff Just Print It, Inc’s (“Just Print”) Amended Complaint. Just Print’s Amended Complaint is *identical* to its original Complaint and failed to address any of the issues 3DR raised in its first set of preliminary objections. 3DR is now forced to file another set of substantially similar preliminary objections due to Just Print’s inability to comply with the rules of court.

This case arises out of Just Print’s ongoing attempt to profit from a business model based on the illegal use of copyright protected designs. Just Print

downloaded thousands of designs from a website, began selling them on eBay, and proceeded to offer 3D printed models of those designs for a profit without permission from the creators of the designs.

Upon being questioned by an owner of one of the designs Just Print offered for sale on eBay, it defended its illegal conduct and published a lengthy written justification of its actions in a public online forum. These facts are set forth in Exhibit A to the Complaint, which is an article published by 3DR that is the subject of the Complaint.

Just Print alleges that the article is defamatory, and that as a result of this article eBay banned Just Print from selling any items in the site. Just Print identifies no evidence to support this claim, and in fact has brought multiple lawsuits against various defendants alleging the exact same conduct raising the obvious question of causation.¹

The Court should sustain 3DR's preliminary objections for the following reasons. First, Just Print's Amended Complaint is identical to the original Complaint and fails to address any of the issues raised in 3DR's preliminary objections. Second, there is no basis for personal jurisdiction as 3DR is headquartered and incorporated in New York and has no contacts in Pennsylvania. Third, Just Print fails to plead with specificity in compliance with the rules of civil

¹ Plaintiff filed claims against two other companies, Tech Crunch, Inc. (case no. SC-17-02-24-6074) and Stratasys, Inc. (case no. SC-17-02-24-6077) in Philadelphia Municipal Court alleging the exact same conduct.

procedure. Lastly, Just Print's legal claims are plead insufficiently and do not allege any facts to support its allegations of harm caused by 3DR.

II. MATTER BEFORE THE COURT

The matter before the Court is 3DR's preliminary objections to Just Print's Amended Complaint. 3DR's preliminary objections should be sustained in their entirety and Just Print's Amended Complaint should be dismissed with prejudice.

III. QUESTIONS PRESENTED

1. Should the Court sustain 3DR's preliminary objection based on Pa.R.C.P. 1028(a)(2) for failure to conform to a rule of court when the Amended Complaint was identical to the original Complaint?

Suggested Answer: Yes.

2. Should the Court sustain 3DR's preliminary objection based on Pa.R.C.P. 1028(a)(1) for lack of personal jurisdiction as 3DR has no connection to the Commonwealth of Pennsylvania?

Suggested Answer: Yes.

3. Should the Court sustain 3DR's preliminary objection based on Pa.R.C.P. 1028(a)(3) for lack of specificity as Just Print did not allege any specific facts to support its claims and allow 3DR to prepare a defense?

Suggested Answer: Yes.

4. Should the Court sustain 3DR's preliminary objection based on

Pa.R.C.P. 1028(a)(4) for legal insufficiency as Just Print failed to properly plead its legal causes of action in Counts I, II, and III?

Suggested Answer: Yes.

IV. FACTUAL BACKGROUND

Just Print is a corporation with its principle place of business in Philadelphia, PA. *See* Amended Complaint at ¶ 1 attached as Exhibit A. It offered 3D printing services on eBay. *Id.* at ¶ 17.

3DR is a limited liability company that publishes online articles related to the 3D printing industry. *Id.* at ¶ 5. 3DR is headquartered in New York City and incorporated in New York. *See* Affidavit of John Meckler attached as Exhibit B. 3DR manages www.3dprint.com, a free 3D printing news website accessible to the public. *Id.* at ¶ 4, 5.

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VI. ARGUMENT

A. Plaintiff's Amended Complaint Should be Dismissed for Failure to Conform to a Rule of Court

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Under Pa.R.C.P. 1028 and Philadelphia local rule 1028(c) preliminary objections raising issues of jurisdiction must be responded to within 20 days if a notice to plead was attached. 3DR raised the issue of jurisdiction in its first set of preliminary objections and included a notice to plead. Just Print failed to address the jurisdiction argument as well as all other preliminary objections.

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The likelihood that personal jurisdiction can be constitutionally exercised is directly proportionate to the nature and quality of commercial activity that an entity conducts over the Internet. This sliding scale is consistent with well developed personal jurisdiction principles. At one end of the spectrum are situations where a defendant clearly does business over the Internet. If the defendant enters into contracts with residents of a foreign jurisdiction that involve the knowing and repeated transmission of computer files over the Internet, personal jurisdiction is proper. *At the opposite end are situations where a defendant has simply posted information on an Internet Web site which is accessible to users in foreign jurisdictions. A passive Web site that does little more than make information available to those who are interested in it is not grounds for the exercise of personal jurisdiction.* The middle ground is occupied by interactive Web sites where a user can exchange information with the host computer. In these cases, the exercise of jurisdiction is determined by examining the level of interactivity and commercial nature of the exchange of information that occurs on the Web site.

796 A.2d 370, 374 (Pa. Super. 2005)(quoting *Zippo Mfg. Co. v. Zippo Dot Com, Inc.* 952 F. Supp. 1119, 1124 (3d Cir. 1997)) (emphasis added).

This is a case where “defendant has simply posted information on an Internet Web site which is accessible to users in foreign jurisdictions.” *Id.* “[A]n internet presence alone is insufficient to establish either general or specific personal jurisdiction” *Moyer v. Teledyne Cont’l Motors, Inc.*, 979 A.2d 336, 349 (Pa. Super. 2009).

3DR is headquartered in New York City and incorporated in the state of New York. *Meckler Aff.* at ¶ 2. 3DR maintains a news website, www.3dprint.com, focused on the developments and trends in the 3D world. *Id.* at ¶ 4. The news website is free and open to the public. *Id.* at ¶ 4. The website requires no registration, does not solicit, and more specifically does not solicit Pennsylvania citizens. *Id.* at ¶¶ 5, 10.

In short, Just Print seeks to hold 3DR liable in Pennsylvania based solely on the publication of an article on the Internet. “For personal jurisdiction to exist, the defendant must clearly be doing business through its web site in the forum state, and the claim must related to or arise out of use of the web site.” *Moyer v. Teledyne Cont’l Motors, Inc.*, 979 A.2d 336, 350 (Pa. Super. 2009). That is clearly not the case here, as proven by the attached affidavit of John Meckler.

C. Plaintiff’s Amended Complaint Should Be Dismissed for Failure to Plead with Specificity

Under Pennsylvania Rule of Civil Procedure 1028(a)(3), a party may file a preliminary objection for “insufficient specificity in a pleading.” “The pertinent question under Rule 1028(a)(3) is ‘whether the complaint is sufficiently clear to enable the defendant to prepare his defense,’ or ‘whether the plaintiff’s complaint informs the defendant with accuracy and completeness of the specific basis on which recovery is sought so that he may know without question upon what grounds to make his defense.’” *Rambo v. Greene*, 906 A.2d 1232, 1236 (Pa. Super. 2006).

3DR has failed to plead sufficiently to allow 3DR to mount a defense to the poorly drafted claims. Specifically, Just Print must allege how it was harmed by

3DR and it has alleged no facts to demonstrate causation or link 3DR to the alleged harm in any way. Just Print has appealed this matter from Philadelphia Municipal Court. *See* Exhibit E. A hearing was held in Municipal Court before Judge Pittman, and 3DR prevailed against Just Print. *See* Exhibit C. Judge Pittman issued a written opinion finding that Just Print had failed to establish causation and prove that 3DR's article caused eBay to ban Just Print. *See* Exhibit D.

Just Print has not only failed to plead the appropriate facts but has done so intentionally because it knows there are no facts that establish causation. Just Print had the opportunity to prove causation in the lower court and connect the dots from 3DR's article to eBay's actions. It failed to do so at the Municipal Court hearing and again in the follow up written brief that Judge Pittman required. It now seeks to appeal that judgment and has still failed to plead the most basic facts needed to substantiate its claims.

D. Just Print's Amended Complaint Should Be Dismissed for Legal Insufficiency (Demurrer) under Pa. R.C.P. 1028(a)(4)

Just Print has failed to sufficiently plead the necessary legal elements of its claims. The Court in *Mistick Inc., v. Northwestern Nat'l Cas., Co.*, 806 A.2d 39, 42 (Pa. Super. 2002), stated "[t]he question presented by the demurrer is whether, on the facts averred, the law says with certainty that no recovery is possible." The court does not have to accept as true "conclusions of law, expressions of opinion, argumentative allegations or inferences" *Conrad v. Pittsburgh*, 218 A.2d 906, 907-908 (Pa. 1966).

1. Count I of the Amended Complaint should be dismissed because Just Print failed to properly plead the elements of defamation

The Court should dismiss Count I for defamation for multiple reasons.

First, Just Print alleges that 3DR accused it of violating copyrights of a third party that “had submitted unprotected, non-copyrighted works to the public domain.”

Amended Complaint ¶ 11. In fact, the article does not claim the works in question were unprotected and part of the public domain. *See* Amended Complaint Exhibit A. The article notes that Just Print violated a license associated with a design. Just Print has failed to allege any defamatory statements in its Amended Complaint.

Second, Just Print alleges harm resulting from the publication of an article by 3DR, but it fails to assert any facts to support that allegation. As explained above, Just Print has not alleged any facts linking the actions of 3DR and the harm allegedly suffered by Just Print. EBay took action against Just Print, but there are no facts in the Amended Complaint to connect eBay’s actions to 3DR.

Third, a statement is not defamatory if it is opinion. The Pennsylvania Supreme Court has recognized that “[a]lthough offensive to the subject, certain types of communications are not actionable. Generally, a statement that is merely an expression of opinion is not defamatory.” *MacElree v. Philadelphia’s Newspapers*, 544 Pa. 177, 124-125 (Pa. 1996). The court in *Sprague v. Porter*, stated that “[d]ifference of opinion is not legally actionable defamation. ‘[O]pinion without more does not create a cause of action in libel. Instead, the allegedly libeled party must demonstrate that the communicated opinion may reasonably be understood to imply

the existence of undisclosed defamatory facts justifying the opinion.” 2013 Phila. Ct. Com. Pl. LEXIS 368, 48-49 (citing *Baker v. Lafayette College*, 532 A.2d 399, 402 (Pa. 1987)); see also *Beckman v. Dunn*, 419 A.2d 583, 587 (Pa. Super. 1980).

3DR’s article offered an opinion on the public dispute. See Amended Complaint Exhibit A. 3DR did not accuse Just Print of infringement and misuse with no underlying explanation or factual support. *Id.* Just Print itself had provided a very lengthy and very public justification of its actions and admitted to wrongdoing while trying to offer a defense. *Id.* There was no implication of “undisclosed defamatory facts” as in *Sprague*. 2013 Phila. Ct. Com. Pl. LEXIS 368, 48-49. The facts were put online by Just Print and the substance and opinion set forth in 3DR’s article was based on Just Print’s own published admissions and justifications.

Finally, by inserting itself into the online controversy, Just Print became a limited public figure in the 3D printing world and it must now prove that 3DR made the allegedly defamatory statement with “actual malice—that is, with knowledge that it was false or with reckless disregard of whether it was false or not.” *Rutt v. Bethlehem’s Globe Pub. Co.*, 484 A.2d 72, 79 (Pa. Super. 1984) (citing *New York Times v. Sullivan*, 376 U.S. 254, 279-280 (1964)).

A person can become a limited purpose public figure by “voluntarily injecting himself or becoming drawn into a particular public controversy.” *Id.* at 80. (citations omitted). “A person may become a limited purpose public figure if he ‘thrusts himself into the vortex of the discussion of pressing public concerns.’”

Joseph v. Scranton Times, L.P., 959 A.2d 322, 349 (Pa. Super. 2008). “A public controversy is not simply a matter of interest to the public; it must be a real dispute, the outcome of which affects the general public or some segment of it in an appreciable way If the issue was being debated publicly and if it had foreseeable and substantial ramifications for non-participants, it was a public controversy.” *Id.* at 81(citations omitted).

In this case, Just Print created the controversy by its own conduct when it posted a four-page long comment in an online public forum. *See* Amended Complaint Exhibit A. There is no allegation in the Amended Complaint of any facts establishing actual malice. For this reason, the Court should dismiss the Amended Complaint.

2. Count II of the Amended Complaint should be dismissed because Just Print failed to properly plead the necessary elements of a claim under the Unfair Trade Practices Consumer Protection Law

Just Print alleges in Count II that 3DR violated the Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201.1 *et seq.* (“UTPCPL”). The UTPCPL is designed to protect consumers of goods, services, or leases. Section 201-9.2(a) states:

Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by section 3 of this act, may bring a private action to recover actual damages or one hundred dollars (\$ 100), whichever is greater.

Just Print fails to allege that it purchased or leased any goods or services, that it did so primarily for personal, family or household purposes, or that it suffered any ascertainable loss of money or property. Clearly, Just Print has failed to allege the factual basis for a claim under the UTPCPL.

3. Count III of the Amended Complaint should be dismissed because Just Print failed to properly plead the necessary elements of a claim for tortious interference with a contract

A claim for tortious interference with a contract must allege: “(1) there is an existing contractual relationship between the plaintiff and a third party; (2) the defendant interfered with the performance of that contract by inducing a breach or otherwise causing the third party not to perform; (3) the defendant was not privileged to act in this manner; and (4) the plaintiff suffered pecuniary loss as a result of the breach of contract.” *Al Hamilton Contracting Co. v. Cowder*, 644 A.2d 188, 191 (Pa. Super 1994).

Just Print has failed to establish it had any contract with eBay as it failed to attach any writing to the Amended Complaint proving the existence of a contract. Assuming a contract did exist, Just Print failed to allege how 3DR interfered with Just Print’s contract with eBay. It has set forth no facts to support causation and any resulting damages. Just Print alleges it was shut down on eBay “resulting in significant damages and substantially detriment effect to the business of Just Print I,” yet fails to identify the type of damages and detrimental effect is suffered. *See* Exhibit A at ¶ 18. Just Print’s claim for tortious interference is inadequate and should be dismissed.

VII. CONCLUSION

For the foregoing reasons, Defendant 3DR's Preliminary Objections to Plaintiff's Amended Complaint should be sustained and the Amended Complaint should be dismissed with prejudice.

Respectfully submitted,

STEVE HARVEY LAW LLC

By: 

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*Attorneys for Defendant 3DR Holdings,
LLC*

Dated: December 22, 2017

VERIFICATION

I, John Meckler, partner at 3DR Holdings, LLC, hereby verify that the facts set forth in the foregoing Preliminary Objections are true and correct to the best of my knowledge, information and belief. I understand that statements herein are made pursuant to 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

Dated: December 22, 2017



John Meckler

WISE LAW OFFICES, INC.

By: Coren J. Wise, Esquire
PA Attorney ID No. 82138
1706 Race Street, Suite 200
Philadelphia, PA 19103
215-989-4530

Attorney for Plaintiff

Filed and Attested by the
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04 DEC 2017 04:08 pm
E. MASQUILLI

JUST PRINT IT, INC.,

Plaintiff,

v.

3DR Holdings LLC,

Defendant.

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA
LAW DIVISION
CIVIL ACTION**

**SEPT TERM, 2017
No. 01451**

AMENDED COMPLAINT

AND NOW COMES, Plaintiff, Just Print It, Inc., by and through its counsel,
Coren J. Wise, Esq., and avers as follows:

1. Plaintiff, Just Print It, Inc., (hereafter "Just Print It"), is a corporate entity with its principle place of business in Philadelphia, PA.
2. Defendant, 3DR Holdings, LLC, (hereafter "3DR"), is a corporate entity with significant business contacts in the Commonwealth of Pennsylvania.
3. Just Print It operated under a fictitious name, Just 3D Print.
4. 3DR is a large public company does business in all 50 states with continuous and systematic contacts in Pennsylvania with activities specifically focused on Pennsylvania and its citizenry and is subject to the jurisdiction of this forum.
5. 3DR publishes articles and news items online on the internet with many followers and readers in their audience.

Case ID: 170901451

G.A.

6. In February 2016, 3DR was aware that materials posted on their website was reviewed by hundreds or thousands of individuals.

7. In February 2016, articles posted on 3DR's website was read by hundred or thousands of readers.

8. On or about February 20, 2016, 3DR published an article on its website featuring Just Print It and it's fictitious name Just 3d Print.

9. 3DR was aware that articles posted in February 2016 featuring Just Print It d/b/a Just 3D Print would be seen, viewed and read by more than one person and probably hundreds, if not thousands.

10. 3DR published articles in February 2016 featuring Just Print It d/b/a Just 3D Print with knowledge and intention that the articles would be reviewed, read and shared by at least one person, and most likely, hundreds, if not thousands. *Attached hereto as Exhibit A is a true and correct copy of articles published by 3DR Holdings, LLC.*

11. The articles published by 3DR contained false statements about Just Print It d/b/a Just 3D Print namely that Just 3D Print violated copyrights of third parties that had submitted unprotected, non-copyrighted works to the public domain.

12. 3DR, at no time, stated that the statements contained in their articles were opinion or anything but factual.

13. The false statements published by 3DR were disseminated as fact and not opinion.

14. The false Statements published by 3DR damaged the reputation of Just Print It d/b/a Just 3D Print.

15. 3DR enjoys no privilege by which they would have protection for their false statements.

16. Many readers posted online comments critical of Just Print It d/b/a Just 3D Print.

17. Just Print It offered three dimensional printing services through online sources.

18. Based upon actions of defendant, Just Print It lost significant amounts of business and suffered substantial losses.

COUNT I - DEFAMATION

19. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

20. Plaintiff is liable for damages to Defendant for Defamation as a result of their conduct by publishing statements on the internet about Plaintiff, with knowledge they would be viewed and read by third parties, that harmed the reputation of Plaintiff, with fault, and without any privilege.

21. Plaintiff suffered economic and non-economic damages as a result of Defendant's conduct.

WHEREFORE Plaintiff, Just Print It prays this Honorable Court award damages in favor of Plaintiff and against Defendant, in excess of \$50,000

COUNT II - UNFAIR TRADE PRACTICES

22. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

23. Defendant violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201.1 *et seq.*

24. Defendant utilized unfair methods of competition by disparaging the goods, services or business of another by false or misleading representation of fact.

25. Defendant engaged in fraudulent and deceptive conduct creating the likelihood of confusion and misunderstanding.

26. Defendants actions resulted in significant and detrimental damages, economic and non-economic, to Plaintiff.

WHEREFORE Plaintiff prays this Honorable Court award damages in favor of Plaintiff and against Defendant in excess of \$50,000.

COUNT III – TORTIOUS INTERFERENCE

27. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

28. Plaintiff had a contractual relationship with third parties upon which his business relied.

29. Defendant intentionally interfered with Plaintiff's contractual relationship with a third party.

30. Defendant possessed no privilege or justification protecting them from liability for such interference.

31. As a result of Defendant's actions, Plaintiff sustained significant, pecuniary damages.

WHEREFORE Plaintiff prays this Honorable Court award damages in favor of Plaintiff and against Defendant in excess of \$50,000.

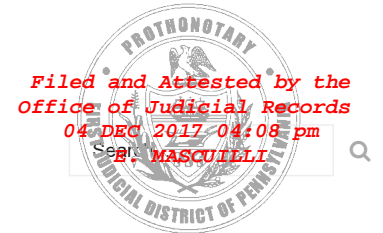
WISE LAW OFFICES, INC.

Date: December 4, 2017

By: /s/ Coren J. Wise, Esq.
COREN J. WISE, ESQ.
Attorney for defendant



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FEBRUARY 19, 2016



Tyler Koslow

Tyler Koslow is a Brooklyn-based writer for 3D Printing Industry, and has also produced content for publications and companies such as Dell, Brooklyn Magazine, and Equity Arcade. His content is f ... [\[Read More\]](#)

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Is a Designer on Thingiverse Getting Unlawfully Abused by an eBay Seller?



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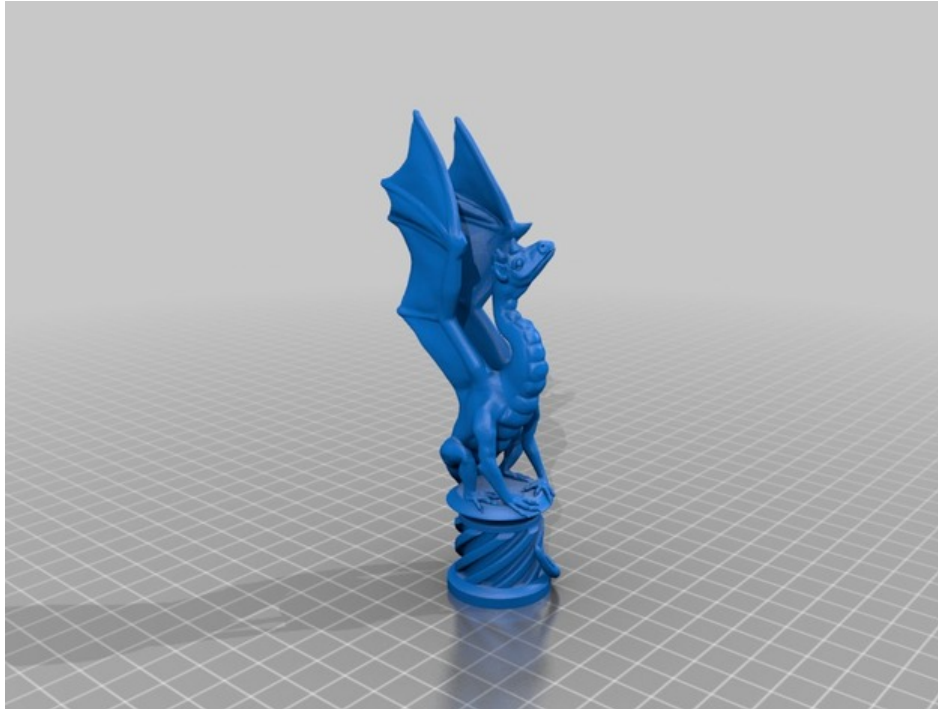
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What makes 3D marketplaces like [Thingiverse](#) and [MyMiniFactory](#) such a pleasant experience for designers is the open access it gives them to the 3D printing community. Their 3D models can be freely shared, customized, and 3D printed by all, which in turn helps to cultivate

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innovation throughout this vast network of Makers. But, unfortunately, it also seems to leave these hard-working designers open to exploitation from individuals looking to monetize their freely available CAD models. [According to Michael Weinberg](#), of Public Knowledge, one Thingiverse user, who goes by the name loubie, has brought this issue to light after discovering that over 2,000 models (and their pictures) from Thingiverse were being sold in 3D printed form by an eBay account named [just3Dprint](#). [This included loubie's Aria The Dragon model below](#).



"Do CAD models have rights too?"

After loubie had asked just3Dprint to take down her models from their eBay store, they responded by claiming that they had broken no copyright laws, and that they were not reselling CAD models but "transformative adaptations" of them. *"When you uploaded your items onto Thingiverse for mass distribution, you lost all rights to them whatsoever,"* they reportedly said in response to loubie. *"They entered what is known in the legal world as 'public domain'."* To bring attention to this issue, and help make other Thingiverse designers aware that their CAD models were being monetized on eBay, [loubie uploaded her Sad Face](#) design to Thingiverse, along with her evidence against just3Dprint and their response to her allegations.

Here's the entire response from just3Dprint:

"When you uploaded your items onto Thingiverse for mass distribution, you lost all rights to them whatsoever. They entered what is known in the legal world as "public domain". The single exception to public domain rules are "original works of art". No court in the USA has yet ruled a CAD model an original work or art. Therefore, you have no right to exclude others from utilizing the CAD models you have uploaded.

Furthermore, if in the future we do get a precedent in the USA for establishing CAD models as “original works of art”, we would still likely be just fine as we are not re-selling your CAD models, but rather “transformative” adaptations of them in the form of 3D printed objects.”

SFE

P.S. When you created these CAD files, did you really want to limit the amount of people who could enjoy them to the 0.01% of the USA with a 3D Printer? 100% of America can purchase the items from us at a reasonable cost and enjoy them-creating made in the USA jobs in the process as well. Furthermore, if you hate the idea of people profiteering from your work, you may want to take it up with Makerbot/Stratasys who only hosts Thingiverse for AD revenue, to sell more 3D printers.”



loubie's Sad Face

As unethical as just3Dprint's actions may seem, are they actually illegal? They certainly don't think so, but the story is gaining traction and criticism is starting to build against just3Dprint. [3D printing legal expert Michael Weinberg](#) doesn't buy their defensive response to loubie, [and has gone on to defend her and all Thingiverse users in general.](#)

He claims that CAD files do indeed carry the weight of copyright and also states that Creative Commons (CC) licenses clearly apply to 3D models. Perhaps even more importantly, he points to the Thingiverse Terms of Use as proof that just3Dprint is likely in the wrong. *“The Thingiverse Terms of Use are pretty clear (see section 3.2). By uploading a model to thingiverse you are*



granting rights to Thingiverse,” [Feinberg](#) Michael Weinberg
[said](#). “You are not granting any rights to
third parties that are not thingiverse, nor are you dedicating your model to the public
domain.”

As it stands now, there doesn’t seem to be enough evidence or legal clarity to say if
just3Dprint is illegally infringing on these 3D models. Either way it doesn’t seem right to me,
even more so because the eBay listings use the designer’s own pictures and don’t credit the
Thingiverse user at all (which you can see for yourself by looking at [loubie’s Thingiverse
model](#) and [just3Dprint’s eBay listing of the same model](#) side by side). For now, you can use
the proposed evidence to decide if just3Dprint is actually infringing or not, but whether it
turns out to be technically legal or not, it still leaves a bad taste in my mouth.

If this controversial story starts to gain some traction (and I have a feeling it will), we will be
sure to keep you updated!

Hat tip to Nils Hitze, of [bq](#), for sharing this story with us.

Editor’s Update 2/22/2016:

As Nils sent us the lead to this story, on the other side of the virtual pond, 3D printing news
site All3DP was also covering the issues facing loubie. As a result, the site was threatened
with legal action from [just3Dprint.com](#).

[They say](#) that they received this message from the eBay seller, “We urge you to retract the
article immediately and publish a notice of retraction on <https://all3dp.com>. If you are not
willing to do so, we will be pursuing a defamation case against yourself and the site if it is
incorporated.”

So far, I am not aware of any similar message sent to 3DPI. Though I don’t make the
managerial decisions around here, I can at least say that, from an editorial standpoint, I
would refrain from pulling the story, as well.

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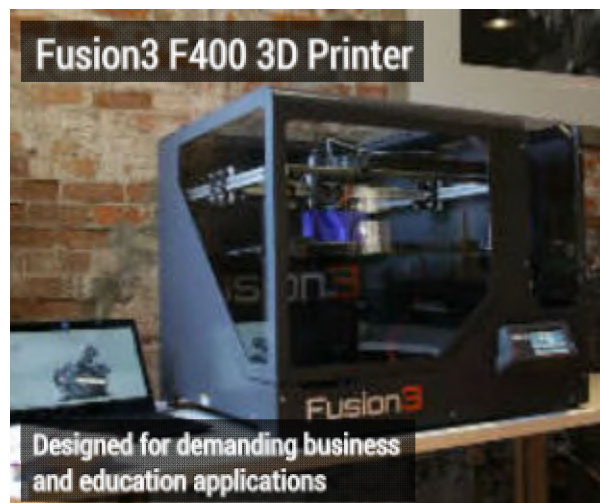
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3D PRINTING
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When eBay Sellers Try to Defend Their Illegal Sale of 3D Models from Thingiverse, Comedy Ensues

by Scott J Grunewald | Feb 20, 2016 | 3D Design, 3D Printed Art, 3D Printing, Business, Editorials / Opinions |



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[Editor's Update: [Legal experts](#) and the [industry at large](#) are certainly taking notice of this hullabaloo and weighing in — and we can't say it looks good for the guys at just3dprint. Keep

following on the comments at [Thingiverse](#) and [reddit](#) for more up-to-the-minute updates on these goings-on.]



It was bound to happen of course. When 3D printables files are available online for free and easily shared there was always going to be someone who would be willing to take advantage of that freedom. 3D printing technology is going to completely alter copyrights, trademarks and IP law dramatically over the next few years simply because there really are not a lot of ways to stop people from duplicating, and in some cases stealing and taking credit for, 3D content. Currently there are only two real defenses that 3D

model designers have to prevent their work from being stolen; respect for the Creative Commons licenses attached to 3D models and the ethical fortitude to not violate those licenses.

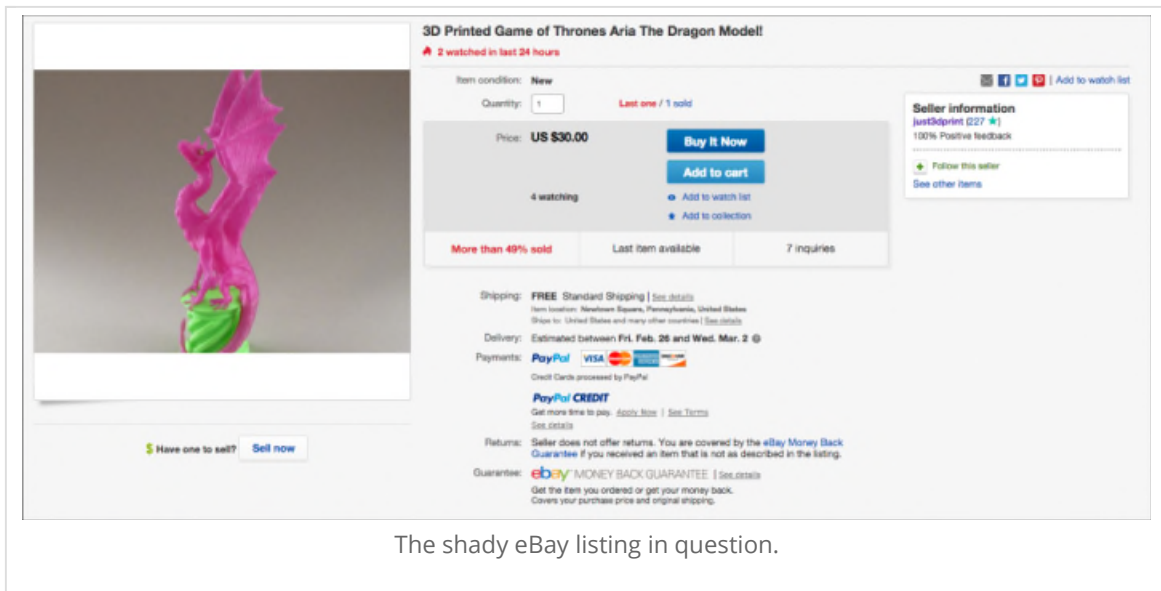
Sadly, an eBay seller calling themselves [just3dprint](#) has neither the respect nor ethics to not abuse the privilege of access to so many amazing 3D printable models. The seller has bulk downloaded thousands of 3D models and product photographs directly from Thingiverse and has listed 3D printed copies of those models for sale on eBay. Their store currently has well over two thousand products available for sale, including everything from cell phone cases, figurines and cosplay props to pen holders. The range of products available is pretty staggering, and while many of those models carry licenses that would allow them to print and sell copies, many of them do not. And that's where they done goofed.

3D designer and Thingiverse user Louise Driggers aka [Loubie](#) is a [pretty popular creator](#) who has seen several of her 3D models featured and highlighted by Thingiverse. Some of her more notable designs are [The Tudor Rose Box](#) and [Aria the Dragon](#). Just a few days ago it was the latter model that she discovered was being sold on the just3Dprint eBay store despite the model carrying a Creative Commons Attribution Non-Commercial license which clearly states that anyone is free to download, modify, duplicate and 3D print her model freely, however there must be appropriate credit given to her and it cannot be used for commercial purposes of any kind.



Aria the Dragon by Thingiverse user
Loubie.





The “Non-Commercial” part of the license means that anyone selling copies of Loubie’s designs is violating her rights as the creator and is violating the law. Violating that license is also violating the Terms of Use for both eBay, which forbids (although doesn’t always restrict) the sale of unlicensed or copyrighted products, and Thingiverse where the 3D model was downloaded from. When Loubie sent the sellers a message asking them to remove her design because it violated her license she received a, frankly, absurd response that is almost hilarious in its complete and total inaccuracy:

“When you uploaded your items onto Thingiverse for mass distribution, you lost all rights to them whatsoever. They entered what is known in the legal world as ‘public domain’. The single exception to public domain rules are ‘original works of art’. No court in the USA has yet ruled a CAD model an original work or art. Therefore, you have no right to exclude others from utilizing the CAD models you have uploaded.

Furthermore, if in the future we do get a precedent in the USA for establishing CAD models as ‘original works of art’, we would still likely be just fine as we are not re-selling your CAD models, but rather ‘transformative’ adaptations [sic] of them in the form of 3D printed objects.

SFE

P.S. When you created these CAD files, did you really want to limit the amount of people who could enjoy them to the 0.01% of the USA with a 3D Printer? 100% of America can purchase the items from us at a reasonable cost and enjoy them-creating made in the USA jobs in the process as well. Furthermore, if you hate the idea of people profiteering from

your work, you may want to take it up with Makerbot/Stratasys who only hosts Thingiverse for AD revenue, to sell more 3D printers.”

Frankly, I don't even know where to start. Just a quick look at the relevant entry on [CreativeCommon.org](https://creativecommons.org) should dispose anyone of the notion that there is any accuracy here whatsoever. Without a lot of options other than trying to get either eBay or Thingiverse to enforce their terms of use, Loubie decided to create a 3D printable [Sad Face model](#) (you're going to want to visit the comments, trust me) and upload it to Thingiverse to hopefully attract some attention to the issue and notify the rest of the Thingiverse community of the theft of their designs. The model did its job and word quickly spread throughout the community and even over to [reddit](#). And that's when things went from goofy to downright stupid.



Sad Face by Loubie on Thingiverse.

In a matter of hours after the Sad Face model was uploaded, just3dprint took to the Things comments section and posted a response that made the one Loubie originally received look like it was written by a legal scholar. At a mind-numbing 3546 words, the comment is only matched in its lack of brevity by its complete and total lack of factual information. The comment is far too long to reproduce here in its cringe-inducing entirety, so I've linked some

screencaps at the end of this article so you can experience the word salad at your own leisure.

Essentially, the response from just3dprint not only manages to get every fact about big legal words like trade secrets, trademarks, copyrights, patents, licenses, the public domain and the Thingiverse ToU completely wrong, but they also do an impressive job of incriminating themselves in willful wrongdoing. First they helpfully point out that they are only one of “5,000” companies that abuse the licenses on many of the 3D models uploaded to Thingiverse by selling them for a profit. They also suggest that they are legally entitled to download and sell copies of the 3D models because they instantly become part of the public domain once they are uploaded to Thingiverse – they *don’t* become part of the public domain once they are uploaded to Thingiverse, by the way – and also freely admit that they are selling, for a profit, 3D models that are IPs owned by companies like Disney and the NFL. Models that are only legally on Thingiverse provided they are not sold for a profit. Honestly, I don’t like calling someone stupid in an article, but what other descriptor could I possibly use when presented with this:

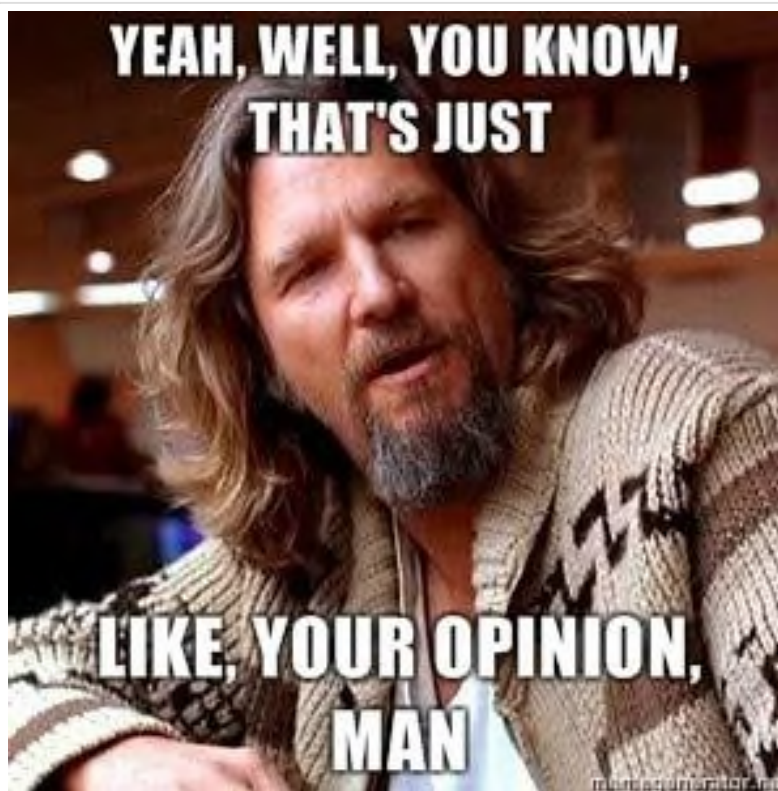
“Next, we have trademarked items. Trademarked items are a set of words, an image, or a sound combination that clearly communicates that a product is being made by a certain brand. The vast majority of trademarks are brand names, logos, or slogans. Trademarks are much more common on Thingiverse/in created CAD files, but are rarely owned by the creator of a design. Instead, it is typically some large company (like Paramount) that owns the TMs. We have found, in our personal experience, that the majority of large companies do not care about a few fan-designed items being produced and sold on eBay/Amazon. Rather, they view it as fueling the value of the TM as it builds up a community of ‘super-fans’ that go to see their movies, buy their things, etc. If, however, a TM owner feels differently about us, or anyone, using the TM for marketing fan-designed goods, they are welcome to reach out and say so. When we get a request to not use a TM, we of course remove any items with said TM.”

Guys, seriously, you just admitted to selling trademarked items illegally. It doesn’t magically become less illegal because the owner of the IP hasn’t discovered your eBay store or because you are willing to comply with a takedown notice. In fact, the one plausible defense that you really had if any sort of legal action was taken against you would be ignorance of the law, *which you just sort of invalidated*. I mean... why would you write those words??

Of course my favorite part of this whole response is their take on the Thingiverse ToU agreement itself:

"The vast majority of 'discussion'/justification for why we/others are being spammed by haters saying that we/others are 'ripping creators off' of their designs comes based not on legal precedent, statutory/common/constitutional law, or any other sound grounds, but rather on the Thingiverse 'non-commercial license'. This license is a complete and total fiction written up to give creators the illusion that they are retaining IP rights to their designs when they upload them to Thingiverse-thus encouraging more creators to upload designs even when doing so might not be in their best interest."

I... you know, bro, I'm really gonna need to see some citations on that. Because if you actually read the [Thingiverse Terms of Use](#), they lay out pretty clearly that the creator still owns their work, they are simply granting Thingiverse, and Thingiverse alone, a license to use their design any way that they see fit on the Thingiverse website. Outside of Thingiverse, the terms of use are set by the model's owner. So really, what you just wrote is, like, just your opinion man.



And it's a really bad one.

"The reason the license is a fiction is that it is purely lip-service without any substance of an actual contract/license and the very drafter of the license knowingly violates it millions of times daily. Firstly, the license is not a valid contract, NDA, or any type of binding agreement for multiple reasons. One of these would be that any contract requires

'consideration' to be paid by both parties-they each must pay a 'real price' for entering into the agreement or it is not valid. A Thingiverse browser does not pay any real price for downloading a design. Another reason is that in the United States we have 300 years of legal precedent, law, etc. about what is public domain and what can be done with said material. Weighing this against a quick blurb written up by a 1st year law student is no comparison whatsoever- any sensible court will rule that the 300 years of public domain rules apply to a design instead of the blurb."

Look, you yourself admit that you know that Thingiverse is owned by MakerBot which is in turn owned by Stratasys, which happens to be the largest 3D printing company in the industry. You can go ahead and keep thinking that they had a first-year law student write up their terms of use agreement if you really want to, but that easily makes the top of the *Not Smart Things That Not Smart People Think* list.

"Thirdly, anyone can download a Thingiverse design without getting an account and agreeing to the 'non-commercial license' in the first place. You might object to this because Thingiverse puts a tiny disclaimer below the download button (which BTW you don't even have to click to download the files) saying that, by downloading a file, you are agreeing to the non-c license. This, in legal terms, is called a click-wrap contract. The abilities of these contracts are incredibly limited and are more for protecting against lawsuits than initiating them."

Yes, there is a measure of truth in this, each model does include a clickwrap agreement which is part of the file that you download, even if you don't have an account with Thingiverse. According to that agreement, the minute that you open that file and use it (say, by 3D printing and selling a copy of it) you are agreeing to the terms of usage set by the model's owner. And yes, clickwrap agreements can occasionally be fought in court and sometimes broken, however that is pretty rare and usually results from a deceptive agreement that intentionally obfuscates its terms or hides the link to its full text. Sadly, by admitting that you know what a clickwrap agreement is and that Thingiverse models have them, and that they have a small link to their ToU agreement, which you helpfully noted the location of, you just, once again, invalidated your only plausible defense against legal action. My goodness man, what are you thinking???

What I find most amusing about this entire situation, and I don't mean to make light of the fact that content creators are having their work stolen but this entire situation is absurd, is the fact that had you just complied with Loubie's request to remove her Aria model from

your store no one would have been exposed to your chicanery. Plus, had you complied with the terms of the licenses attached to the models, no one would have even even cared that you were selling 3D prints of the models. In fact, a lot of the models that are on your eBay store carry creative commons licenses that would *only require you to attribute the creator of the 3D model*, and many of them have no restrictions at all.

The screenshot shows the eBay store page for 'just3dprint'. The store has 227 items for sale and a 100% positive feedback rating. It is based in the United States and has been an eBay member since December 9, 2006. The feedback ratings are as follows:

Category	Rating	Count
Item as described	★★★★★	67
Communication	★★★★★	64
Shipping time	★★★★★	65
Shipping charges	★★★★★	68

Overall feedback: 74 Positive, 1 Neutral, 0 Negative. A recent feedback comment from Feb 19, 2016, states: 'Exactly as described A++ seller. Fast shipping'.

By foolishly, and very publically, defending your rights to do something that you have no legal right to do, you have brought a tremendous amount of attention to your eBay store. And the fact that there are, as you suggest, 5,000 other stores doing the same thing as you doesn't magically render your gray area operation suddenly invisible or legal. And by making this so public, you've essentially forced Thingiverse to respond simply to protect their reputation and to discourage their users from removing their content for fear of it being misused or stolen. According to Loubie, she has received word from Thingiverse that they are reviewing the issue with their legal department, who it should be said will likely not be thrilled at your description of them and their legalese as the work of "first year law students".

Based on [your website](#), you guys look to be about twelve (or at least college age), so the specificity and binding nature of the legal agreements that you are eager to ignore are likely new to you. And your actions are probably forgivable and can be considered a learning experience, but you're going to need to make this right with the creators and take their work down. And you should probably get used to the fact that if you want to operate in the murky ^ gray areas of the 3D printing industry, it isn't wise to call attention to yourself by defending your "right" to sell [\\$136 toilet paper holders](#). What's your take on all this? Discuss in the [Illegal Sales of 3D Prints forum](#) over at 3DPB.com.

Stay up-to-date on all the latest news from the 3D printing industry and receive information and offers from third party vendors.

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The Torlo: Clock Designer Releases New 3D Printed Model With Simple Oscillating Motor



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Disney Files Patent Application for "Anti-Scanning" Material that Would Make Figurines Harder to Scan and 3D Print



3D Printing Spotlight On: Poppy Lyttle, Former Education Specialist at MakerBot, Educational Advisor for 3DPrint.com's Design Courses



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REGISTER NOW! **3DPRINT.COM**
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A close-up photograph of a 3D printer's nozzle extruding a filament to create a white, textured bowl. The printer's internal components and a fan are visible in the background.

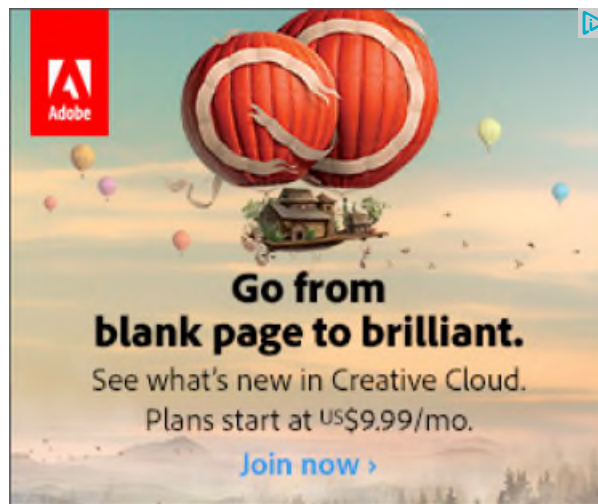
3DP
3D PLATFORM
3DPlatform.com

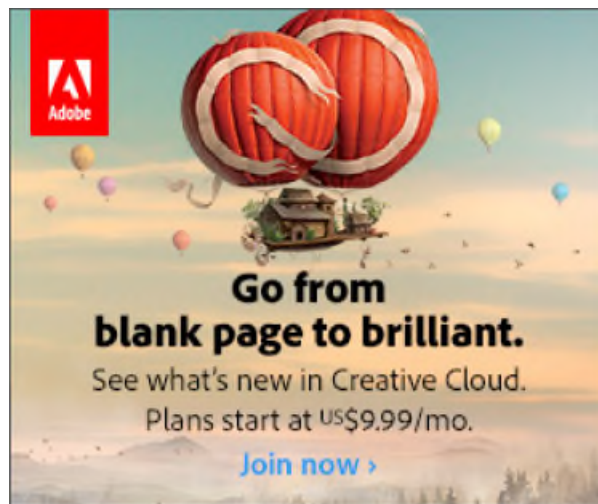
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A screenshot of the Flashforge Inventor software interface, showing a 3D model of a mechanical part on a blue background.

FLASHFORGEUSA
INVENTOR







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(1)

Ads by Amazon

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Connect with 3D Printing professionals and specialists

Access posting privileges and private message area

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POPULAR 3DPRINTBOARD DISCUSSIONS

General 3D Printing Discussion

Anything Related to the 3D Printing Industry which doesn't belong in the our other folders goes here.

3D Printers (Hardware)

Discuss the various 3D Printers on the Market. Please make sure there isn't already a folder for the printer you wish to discuss in our Specific 3D Printer Folders.

3D Printer Parts, Filament & Materials

Discussion related to 3D Printer parts, such as hot ends, extruders, and anything else you may want to discuss related to printer parts, as well as filament, resin, and sintering powder.

EVENT SCHEDULE

Seoul | June 28-30, 2017

Tokyo | October 3-6, 2017

(3DPrinting@home @ CEATEC)

Mumbai | December 1-2, 2017

San Diego | December 4-5, 2017

Singapore | February 2018

Istanbul | March 15-16, 2018

(at WIN EURASIA Metalworking)

Sydney | May 2018

São Paulo | Spring 2018

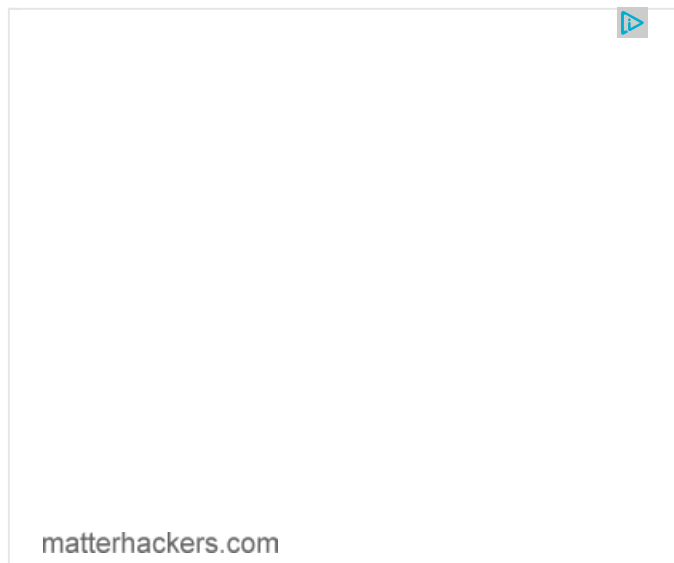
New York | October 30-31, 2018

Next Event

Seoul | June 28-30, 2017



[Register](#)



CATEGORIES

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TAGS

3d bioprinting 3d design 3d hubs 3d printed art 3d printed electronics 3d printed fashion
3d printed jewelry 3d printed prosthetic 3d printed prosthetics 3d printing
3d printing education 3d printing materials 3d scanning 3d systems additive manufacturing
australia autodesk bioprinting china crowdfunding e-nable education formlabs
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STEVE HARVEY LAW LLC

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Philadelphia, PA 19103
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rachel@steveharveylaw.com

*Attorney for Defendant, 3DR
Holdings, LLC*

JUST PRINT IT, INC.

Plaintiff,

v.

3DR HOLDINGS, LLC

Defendant.

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

SEPTEMBER TERM, 2017
No. 01451

**AFFIDAVIT OF ALAN MECKLER IN SUPPORT OF DEFENDANT'S BRIEF
IN SUPPORT OF ITS PRELIMINARY OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

I, John Meckler, do hereby depose and state as follows:

1. I am an owner and co-founder of 3DR Holdings, LLC ("3DR").
2. 3DR is incorporated and headquartered in New York City and incorporated in the state of New York.
3. 3DR is a privately held company with five employees.
4. 3DR manages www.3dprint.com, a news website focused on the additive manufacturing industry.

Ex B

5. 3DR runs a free news website, www.3dprint.com, for any member of the public across the globe, and does not require any registration to view its content.

6. 3DR's website is not directed at anyone. It publishes material that is available on the internet anywhere.

7. The website offers a free electronic newsletter, online training, giveaways, and surveys.

8. 3DR conducts no business in the Commonwealth of Pennsylvania.

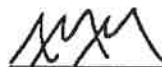
9. 3DR is an internet-based company with no physical presence in the Commonwealth of Pennsylvania.

10. 3DR does not solicit Pennsylvania residents.

11. 3DR's only Pennsylvania connection is defense of this action and its hiring of Steve Harvey Law LLC to defend it.

12. I have personal knowledge of the facts stated in this affidavit.

13. The facts stated above are true and correct. I make this affidavit subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



John Meckler

Case Docket View : SC-17-02-21-5340**Parties****Complaint claim**

JUST 3D PRINT
BY RYAN SIMMS -CEO

Plaintiff
1706 PINE
STREET
1ST FLOOR
PHILADELPHIA,
PA 19103

3DR HOLDINGS LLC
Appealed

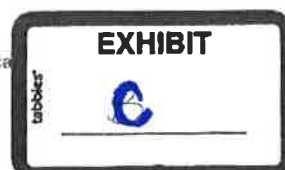
Defendant #1
7014 13TH
AVENUE
SUITE 202
BROOKLYN, NY
11228

COREN JAY WISE

RACHEL K. GALLEGOS

Docket Entries

#	Filing Date	Description	Results / Comments	Parties Involved
1	02/21/2017	Statement of Claims	Hearing Scheduled: 04/07/2017 09:15 AM Hearing Room 6 Fee: \$85.00 Amount at Issue: \$12,000.00 Interviewer Code: 035 As to form	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 CM LLC
2	02/21/2017	Affidavit 109	AFFIDAVIT-109	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
3	02/21/2017	Plaintiff Instructions SC	Plaintiff Instructions	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
4	02/21/2017	ADA - ADA Notice	ADA	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
5	02/21/2017	SC What To Do	Instructions	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
6	02/21/2017	SC Notice to Defend	Notice to Defend - 3DR HOLDINGS LLC	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
7	02/21/2017	Exhibit	EXHIBITS	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC



#	Filing Date	Description	Results / Comments	Parties Involved
8	03/02/2017	Exhibit	PLAINTIFF'S ADDITIONAL EXHIBITS	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
9	03/09/2017	SC Notice to Defend	COMPLETED - 3DR HOLDINGS LLC	JUST 3D PRINT P 3DR HOLDINGS D1 LLC
10	03/29/2017	Affidavit of Service	Service made for: 3DR HOLDINGS LLC	CMS User Filer 3DR HOLDINGS D1 LLC
11	03/29/2017	Exhibit	Signed Green Card	JUST 3D PRINT Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
12	04/05/2017	Entry of Appearance	Attorney BRUCE CHASAN filed an entry of appearance for JUST 3D PRINT.	BRUCE CHASAN Filer JUST 3D PRINT P
13	04/05/2017	Exhibit - Continuance Request	Plaintiff continuance request initiated on 04/05/2017 for Initial Complaint - Statement of Claims hearing, was scheduled in room 6 at 09:15 AM on 04/07/2017	BRUCE CHASAN Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
14	04/05/2017	Disposition - Continuance - Granted	Hearing Scheduled: 05/25/2017 9:15 AM Hearing Room 6	Marsha H. Neifield Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
15	04/05/2017	Notice - Notice of Continuance		Marsha H. Neifield Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
16	04/06/2017	Exhibit - Continuance Request	Plaintiff continuance request initiated on 04/06/2017 for Initial Complaint - Statement of Claims hearing, was scheduled in room 6 at 09:15 AM on 05/25/2017	BRUCE CHASAN Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
17	04/06/2017	Disposition - Continuance - Granted	Hearing Scheduled: 06/13/2017 9:15 AM Hearing Room 6	Marsha H. Neifield Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC
18	04/06/2017	Notice - Notice of Continuance		Marsha H. Neifield Filer JUST 3D PRINT P 3DR HOLDINGS D1 LLC

#	Filing Date	Description	Results / Comments	Parties Involved	
19	05/18/2017	Entry of Appearance	Attorney ALEXANDER CHASAN filed an entry of appearance for JUST 3D PRINT, replacing previous attorney BRUCE CHASAN.	ALEXANDER CHASAN JUST 3D PRINT	Filer P
20	06/13/2017	Disposition - Continued By Subpoena	Continued By Subpoena To 07/10/2017 09:15 AM in Room: 6. All parties appeared. Requested by Agreement.	Marsha H. Neifield 3DR HOLDINGS LLC	Filer D1
21	06/13/2017	Exhibit	ENTRY OF APPEARANCE FOR DEFENDANT	JUST 3D PRINT JUST 3D PRINT 3DR HOLDINGS LLC	Filer P D1
22	06/21/2017	Entry of Appearance	Attorney RACHEL GALLEGOS filed an entry of appearance for 3DR HOLDINGS LLC, replacing previous attorney FRANCIS TANEY, JR.	RACHEL GALLEGOS 3DR HOLDINGS LLC	Filer D1
23	07/10/2017	Exhibit	ENTRY OF APPEARANCE FOR THE PLTF	JUST 3D PRINT JUST 3D PRINT 3DR HOLDINGS LLC	Filer P D1
24	07/10/2017	Disposition - Held Under Advisement	Contested: TapeID: 6 Start Position: 10:31 End Position: 11:31 TapeID: 6 Start Position: 11:57 End Position: 12:07 Held Under Advisement. All parties appeared.	JOFFIE PITTMAN 3DR HOLDINGS LLC	Filer D1
25	07/10/2017	Exhibit	HUA OUT CARD	JUST 3D PRINT JUST 3D PRINT 3DR HOLDINGS LLC	Filer P D1
26	08/07/2017	Exhibit	CORRESPONDENCE FROM JUDGE PITTMAN	JUST 3D PRINT JUST 3D PRINT 3DR HOLDINGS LLC	Filer P D1
27	08/15/2017	Disposition - Judgment for Defendant	Judgment for Defendant. Parties Appearing: .	JOFFIE PITTMAN 3DR HOLDINGS LLC	Filer D1
28	08/16/2017	Exhibit	JUDGE PITTMAN'S ORDER	JUST 3D PRINT JUST 3D PRINT 3DR HOLDINGS LLC	Filer P D1
29	09/14/2017	Appeal Action - Appeal	Court #: 2017-Sept-01451. Filed by Plaintiff.	CMS User 3DR HOLDINGS LLC	Filer D1



FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
THE PHILADELPHIA MUNICIPAL COURT
JUDICIAL CHAMBERS

JOFFIE C. PITTMAN, III
JUDGE

August 14, 2017

Rachel Gallegos, Esquire
1880 John F. Kennedy Blvd.
Suite 1715
Philadelphia, PA 19103

Coren Wise, Esquire
1706 Race Street
Suite 200
Philadelphia, PA 19103

THE JUSTICE JUANITA KIDD STOUT CENTER
FOR CRIMINAL JUSTICE
1301 FILBERT STREET, SUITE 1301
PHILADELPHIA, PA 19107
(215) 683-7205/06
FAX: (215) 683-7207

Re: Just Print It, Inc. v. 3DR Holdings, LLC (SC-17-02-21-5340)

Dear Counsel:

Enclosed please find the court's order in the above-captioned matter. Please feel free to contact my chambers if you have any questions.

Sincerely,

Honorable Joffie C. Pittman III
Judge, Philadelphia Municipal Court

Ex D.

IN THE PHILADELPHIA MUNICIPAL COURT

JUST PRINT, INC.

v.

3DR HOLDINGS, LLC

:
:
:
:
:
:

SC-17-02-21-5340

ORDER

AND NOW, to wit, this 14th day of August, 2017, after a July 10, 2017 hearing, the court makes the following findings:

1. 3DR, the defendant, is a technology media company with various holdings including 3dprint.com, an online 3D printing news source.
2. Just Print, the plaintiff, is a 3D printing company.
3. As part of its business practices the plaintiff downloaded designs from websites such as “Thingiverse” and offered 3D printed models of the designs on eBay.
4. One of the designs that the plaintiff downloaded and sold on eBay was a three-dimensional design titled Aria the Dragon which was created by an artist named “Loubie.”
5. While Loubie did not have her design registered with the United States Copyright Office, she did have a secondary copyright license provided by Creative Commons which prevented use of her design for commercial purposes.
6. Upon discovering that the plaintiff was selling her designs on eBay Loubie contacted the plaintiff and requested that the plaintiff discontinue selling her design.

7. On February 17, 2016 Loubie filed a complaint against the plaintiff with eBay regarding the plaintiff's sale of her design.

8. On February 19, 2016, in response to Loubie's complaint, the plaintiff posted a comment on Thingiverse in which it defended its actions of selling 3D models of computer aided designs ("CAD") and set forth a legal justification in its comment to support its position.

9. On February 20, 2017 the defendant published a blog post on its site in which it summarized the dispute between the plaintiff and Loubie and criticized the plaintiff's February 19th response to Loubie's cease and desist request.

10. Between February 19 and February 26, 2017 several other 3D printing bloggers also posted articles regarding the Loubie-Just Print debate.

11. On February 24, 2017, the defendant posted another blog in which it again criticized the plaintiff's actions regarding his dispute with Loubie and its practice of selling 3D models of designs that it had downloaded.

12. On February 27, 2017 eBay informed the plaintiff that its account was restricted for violation of eBay policy.

13. Subsequent to eBay's restriction and termination of the plaintiff's account, the plaintiff's sales of 3D models declined and its profits plummeted

14. Prior to the plaintiff filing its complaint, the defendant published other articles regarding the Loubie-Just Print debate on June 14, 2016, October 11, 2016, and December 31, 2016.

15. The plaintiff filed the instant action on February 21, 2017.

Conclusions of law:

To prevail on a defamation claim, the plaintiff must prove the following:

- (1) The defamatory character of the communication.
- (2) Its publication by the defendant.
- (3) Its application to the plaintiff.
- (4) The understanding by the recipient of its defamatory meaning.
- (5) The understanding by the recipient of it as intended to be applied to the plaintiff.
- (6) Special harm resulting to the plaintiff from the publication.
- (7) Abuse of a conditionally privileged occasion.

A review of the facts leads this court to conclude that the plaintiff has failed to meet the first and sixth prongs of the statute.

The defendant's initial February 20th article was written in response to the plaintiff's February 19th comment on Thingiverse in which the plaintiff defended its actions regarding its copying of Loubie's design. The plaintiff even went further in its comments by setting forth a legal opinion and justification for its actions. Subsequent to its February 20th article the defendant published several other articles detailing the facts of the dispute between Loubie and the plaintiff but which also questioned and critiqued the legal analysis that the plaintiff set forth in its February 19th comment.

A close reading of the articles shows that many of the articles in question, while referencing the Loubie-Just Print dispute, address questions regarding the overall legal issues and

concerns in what appears to be a new and unaddressed area of law, copyright protection of CAD designs. Neither the plaintiff nor the defendant is qualified to give a “legal opinion” regarding the law. However, they are both permitted to give their opinions as to what they believe the law is, which they indeed both did in their respective publications.

Other than factually summarizing the dispute between Loubie and the plaintiff and on occasion using somewhat “unflattering” words to describe the plaintiff’s conduct, there is nothing in any of the articles which would lead this court to find the publications to be defamatory. In fact, the tone of the defendant’s articles is no different than the tone in the plaintiff’s February 19th comment on Thingiverse. The crux of the defendant’s articles address its position on the 3D printing copyright issue which it has an absolute right to do. Many of the articles contain actual statements from the plaintiff’s February 19th comment and offer a critique and counter argument of these statements.

It is hard for this court to find that the plaintiff should be permitted to publish its “legal opinion” and defend its position on the Loubie-Just Print issue and yet find that an entity that publishes a contrary view and opinion has engaged in defamatory conduct.

Secondly, even assuming that the court found that the publications were defamatory, the plaintiff has failed to show that there was a causal connection between the publications and the plaintiff’s damages.

The witness for the plaintiff testified that subsequent to eBay terminating its account that its sales and revenues plummeted. The evidence shows that Loubie filed her complaint with eBay against the plaintiff on February 17, 2017. The defendant wrote articles regarding the Loubie-Just Print dispute on February 20 and February 24. On February 27, 2017 eBay terminated the plaintiff’s account for violating eBay policy.

It is clear that the plaintiff's sales declined as a result of eBay terminating its account. However, the plaintiff presented no evidence to show 1) what the specific policy was that the plaintiff violated or 2) that eBay's decision to terminate its account was based on the defendant's February 20 and 24 publications. It can be just as plausible for this court to find that eBay terminated the plaintiff's account based on Loubie's sole complaint to eBay regarding the plaintiff's actions. Thus, to conclude that eBay's termination of the plaintiff's account was based on the defendant's actions would be pure speculation.

Thus this court finds that the plaintiff has failed to meet its burden of proof.

Therefore, it is hereby ORDERED that judgment is entered in favor of the defendant.

BY THE COURT:


JOFFIE C. PITTMAN, III, J.

A true and correct copy of this Order was sent via first class mail, postage prepaid on August 14, 2017 to:

- (1) Attorney for Plaintiff – Coren Jay Wise, Esquire, 1706 Race Street, Suite 200, PA 19103, and
- (2) Defendant - Racehl K. Gallegos, Esquire, 1880 John F. Kennedey Blvd., Suite 1715, Philadelphia, PA 19103.



No Items in Cart **LOGIN**

Civil Docket Report

A \$5 Convenience fee will be added to the transaction at checkout.

Case Description

Case ID: 170901451
Case Caption: JUST 3D PRINT VS 3DR HOLDINGS LLC
Filing Date: Thursday, September 14th, 2017
Court: ARBITRATION
Location: City Hall
Jury: NON JURY
Case Type: MC - MONEY JUDGMENT
Status: ARBITRATION HEARING SCHEDULED
Cross Reference: AR SC17022153

Related Cases

No related cases were found.

Case Event Schedule

Event	Date/Time	Room	Location	Judge
SCHEDULED FOR ARB HEARING	08-MAR-2018 09:15 AM	ARBITRATION CENTER	1880 JFK Blvd., 5th Floor	unassigned

Case motions

No case motions were found.

Case Parties


Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	WISE, COREN J
Address:	100 N 18TH ST SUITE 300 PHILADELPHIA PA 19103 (215)989-4530	Aliases:	none	
2	1		APPELLANT - PLAINTIFF - MC	JUST 3D PRINT
Address:	1706 PINE STREET	Aliases:	none	





Ex. E.

	1ST FLOOR PHILADELPHIA PA 19103			
3	4		APPELLEE - DEFENDANT - MC	3DR HOLDINGS LLC
Address:	7014 13TH AVENUE SUITE 202 BROOKLYN NY 11228	Aliases:	<i>none</i>	
4			ATTORNEY FOR DEFENDANT	GALLEGOS, RACHEL K
Address:	STEVE HARVEY LAW 1880 JFK BLVD. #1715 PHILADELPHIA PA 19103 (215)438-6600	Aliases:	<i>none</i>	
5			JUDGE	SHIRDAN-HARRIS, LISETTE
Address:	PHILADELPHIA	Aliases:	<i>none</i>	

Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
14-SEP-2017 02:29 PM	ACTIVE CASE			14-SEP-2017 03:32 PM
Docket Entry:	E-Filing Number: 1709029672			
14-SEP-2017 02:29 PM	COMMENCEMENT BY APPEAL	WISE, COREN J		14-SEP-2017 03:32 PM
Documents:	Click link(s) to preview/purchase the documents Final Cover			
Docket Entry:	<i>none.</i>			

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14-SEP-2017 02:29 PM	APPEAL FROM MUNICIPAL COURT	WISE, COREN J		14-SEP-2017 03:32 PM
Documents:	Click link(s) to preview/purchase the documents appeal3DR.pdf judgment3dr.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	NOTICE OF APPEAL FROM DECISION RENDERED ON 08-15-17.			
14-SEP-2017 02:29 PM	WAITING TO LIST M.C. APPEAL	WISE, COREN J		14-SEP-2017 03:32 PM
Docket Entry:	none.			
14-SEP-2017 02:29 PM	CASE MANAGEMENT ORDER ISSUED	WISE, COREN J		14-SEP-2017 03:32 PM
Documents:	Click link(s) to preview/purchase the documents Small Claim MC			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	none.			
14-SEP-2017 03:54 PM	CORRECTIVE ENTRY			14-SEP-2017 12:00 AM
Docket Entry:	*** PLEASE NOTE: AT THE COMMENCEMENT OF THE FILING, THE ADDRESS OF APED 3DR HOLDINGS INC WAS INCORRECTLY ADDED. THIS DOCKET ENTRY IS BEING MADE TO REFLECT THE CORRECT ADDRESS: 7014 13TH AVE, STE 202; BROOKLYN NY 11228			
28-SEP-2017 01:44 PM	RULE TO FILE COMPLAINT	GALLEGOS, RACHEL K		29-SEP-2017 10:16 AM
Documents:	Click link(s) to preview/purchase the documents 2017.09.27 Praecipec for Rule to File Complaint.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	PRAECIPE AND RULE FILED UPON JUST 3D PRINT TO FILE A COMPLAINT WITHIN TWENTY (20) DAYS OR SUFFER JUDGMENT OF NON PROS FILED. (FILED ON BEHALF OF 3DR HOLDINGS LLC) ENTRY OF APPEARANCE FILED ON BEHALF OF 3DR HOLDINGS LLC.			
02-OCT-2017 04:16 PM	AFFIDAVIT OF SERVICE FILED	WISE, COREN J		03-OCT-2017 11:11 AM
Documents:	Click link(s) to preview/purchase the documents Affidavit of Service - Notice of Appeal 3DR Holdings, LLC.pdf			 Click HERE to purchase all documents related to this one docket entry

Docket Entry:	AFFIDAVIT OF SERVICE OF NOTICE OF APPEAL UPON 3DR HOLDINGS LLC BY CERTIFIED MAIL ON 09/18/2017 FILED. (FILED ON BEHALF OF JUST 3D PRINT)			
20-OCT-2017 03:05 PM	COMPLAINT FILED NOTICE GIVEN	WISE, COREN J		23-OCT-2017 10:59 AM
Documents:	<p>Click link(s) to preview/purchase the documents</p> <p>complaint.pdf Notice to Defend.pdf article23DR.pdf verification.pdf</p> <p>Click HERE to purchase all documents related to this one docket entry</p>			
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED. (FILED ON BEHALF OF JUST 3D PRINT)			
09-NOV-2017 05:43 PM	PRELIMINARY OBJECTIONS	GALLEGOS, RACHEL K		14-NOV-2017 09:39 AM
Documents:	<p>Click link(s) to preview/purchase the documents</p> <p>2017.11.09 Preliminary objections.pdf</p> <p>Click HERE to purchase all documents related to this one docket entry</p>			
Docket Entry:	86-17111486 PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT FILED. RESPONSE DATE: 12/04/2017 (FILED ON BEHALF OF 3DR HOLDINGS LLC)			
04-DEC-2017 09:07 AM	ARBITRATION HEARING SCHEDULED			04-DEC-2017 09:07 AM
Docket Entry:	none.			
04-DEC-2017 04:08 PM	AMENDED COMPLAINT FILED	WISE, COREN J		06-DEC-2017 12:27 PM
Documents:	<p>Click link(s) to preview/purchase the documents</p> <p>article23DR.pdf article3DR.pdf complaint2.pdf Notice to Defend.pdf</p> <p>Click HERE to purchase all documents related to this one docket entry</p>			
Docket Entry:	AMENDED COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY(20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED. (FILED ON BEHALF OF JUST 3D PRINT)			
06-DEC-2017 12:30 AM	NOTICE GIVEN			06-DEC-2017 12:30 AM
Docket Entry:	none.			

06-DEC-2017 10:19 AM	PRELIM OBJECTIONS ASSIGNED			06-DEC-2017 10:19 AM
Docket Entry:	86-17111486 PRELIMINARY OBJECTIONS ASSIGNED TO JUDGE: SHIRDAN-HARRIS, LISETTE . ON DATE: DECEMBER 06, 2017			
07-DEC-2017 11:07 AM	ORDER ENTERED/236 NOTICE GIVEN	SHIRDAN-HARRIS, LISETTE		07-DEC-2017 11:07 AM
Documents:	Click link(s) to preview/purchase the documents ORDER_15.pdf <div>Click HERE to purchase all documents related to this one docket entry</div>			
Docket Entry:	86-17111486 IT IS ORDERED THAT DEFT'S PRELIMINARY OBJECTIONS ARE SUSTAINED AND PLTF'S COMPLAINT IS DISMISSED WITH LEAVE TO AMEND. BY THE COURT ...SHIRDAN-HARRIS,J 12/6/17			
07-DEC-2017 11:07 AM	NOTICE GIVEN UNDER RULE 236			08-DEC-2017 02:28 PM
Docket Entry:	NOTICE GIVEN ON 08-DEC-2017 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 07-DEC-2017.			
15-DEC-2017 12:00 PM	ORDER ENTERED/236 NOTICE GIVEN	SHIRDAN-HARRIS, LISETTE		15-DEC-2017 12:00 AM
Documents:	Click link(s) to preview/purchase the documents ORDER_17.pdf <div>Click HERE to purchase all documents related to this one docket entry</div>			
Docket Entry:	86-17111486 IT IS ORDERED THAT THE ORDER DATED 12/6/17 IS VACATED. PLTF FILED A SECOND AMENDED COMPLAINT ON 12/4/17, THEREFORE, DEFT'S PRELIMINARY OBJECTIONS TO PLTF'S AMENDED COMPLAINT ARE MOOT. BY THE COURT ...SHIRDAN-HARRIS,J 12/14/17			
15-DEC-2017 12:00 PM	NOTICE GIVEN UNDER RULE 236			19-DEC-2017 02:26 PM
Docket Entry:	NOTICE GIVEN ON 19-DEC-2017 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 15-DEC-2017.			

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WISE LAW OFFICES, INC.

By: Coren J. Wise, Esquire
PA Attorney ID No. 82138
1706 Race Street, Suite 200
Philadelphia, PA 19103
215-989-4530

Attorney for Plaintiff

Filed and Attested by the
Office of Judicial Records
20 OCT 2017 03:05 pm
C. FORTE

JUST PRINT IT, INC.,

Plaintiff,

v.

3DR HOLDINGS, LLC,

Defendant.

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA
LAW DIVISION
CIVIL ACTION**

**SEPT TERM, 2017
No. 01451**

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

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Lawyer Referral
and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

**Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333 TTY (215) 451-6197**

Case ID: 170901451

Ex F.

WISE LAW OFFICES, INC.

By: Coren J. Wise, Esquire
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*Filed and Attested by the
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20 OCT 2017 03:05 pm
C. FORTE*



JUST PRINT IT, INC.,

Plaintiff,

v.

3DR Holdings LLC,

Defendant.

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA
LAW DIVISION
CIVIL ACTION**

**SEPT TERM, 2017
No. 01451**

COMPLAINT

AND NOW COMES, Plaintiff, Just Print It, Inc., by and through its counsel, Coren J. Wise, Esq., and avers as follows:

1. Plaintiff, Just Print It, Inc., (hereafter "Just Print It"), is a corporate entity with its principle place of business in Philadelphia, PA.
2. Defendant, 3DR Holdings, LLC, (hereafter "3DR"), is a corporate entity with significant business contacts in the Commonwealth of Pennsylvania.
3. Just Print It operated under a fictitious name, Just 3D Print.
4. 3DR is a large public company does business in all 50 states with continuous and systematic contacts in Pennsylvania with activities specifically focused on Pennsylvania and its citizenry and is subject to the jurisdiction of this forum.
5. 3DR publishes articles and news items online on the internet with many followers and readers in their audience.

6. In February 2016, 3DR was aware that materials posted on their website was reviewed by hundreds or thousands of individuals.

7. In February 2016, articles posted on 3DR's website was read by hundred or thousands of readers.

8. On or about February 20, 2016, 3DR published an article on its website featuring Just Print It and it's fictitious name Just 3d Print.

9. 3DR was aware that articles posted in February 2016 featuring Just Print It d/b/a Just 3D Print would be seen, viewed and read by more than one person and probably hundreds, if not thousands.

10. 3DR published articles in February 2016 featuring Just Print It d/b/a Just 3D Print with knowledge and intention that the articles would be reviewed, read and shared by at least one person, and most likely, hundreds, if not thousands. *Attached hereto as Exhibit A is a true and correct copy of articles published by 3DR Holdings, LLC.*

11. The articles published by 3DR contained false statements about Just Print It d/b/a Just 3D Print namely that Just 3D Print violated copyrights of third parties that had submitted unprotected, non-copyrighted works to the public domain.

12. 3DR, at no time, stated that the statements contained in their articles were opinion or anything but factual.

13. The false statements published by 3DR were disseminated as fact and not opinion.

14. The false Statements published by 3DR damaged the reputation of Just Print It d/b/a Just 3D Print.

15. 3DR enjoys no privilege by which they would have protection for their false statements.

16. Many readers posted online comments critical of Just Print It d/b/a Just 3D Print.

17. Just Print It offered three dimensional printing services through Ebay.com.

18. Based upon the complaints received, Just Print It lost its Ebay privileges and their Ebay sales account was closed down resulting in significant damages and substantially detriment effect to the business of Just Print It.

COUNT I - DEFAMATION

19. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

20. Plaintiff is liable for damages to Defendant for Defamation as a result of their conduct by publishing statements on the internet about Plaintiff, with knowledge they would be viewed and read by third parties, that harmed the reputation of Plaintiff, with fault, and without any privilege.

21. Plaintiff suffered economic and non-economic damages as a result of Defendant's conduct.

WHEREFORE Plaintiff, Just Print It prays this Honorable Court award damages in favor of Plaintiff and against Defendant, in excess of \$50,000

COUNT II - UNFAIR TRADE PRACTICES

22. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

23. Defendant violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201.1 *et seq.*

24. Defendant utilized unfair methods of competition by disparaging the goods, services or business of another by false or misleading representation of fact.

25. Defendant engaged in fraudulent and deceptive conduct creating the likelihood of confusion and misunderstanding.

26. Defendants actions resulted in significant and detrimental damages, economic and non-economic, to Plaintiff.

WHEREFORE Plaintiff prays this Honorable Court award damages in favor of Plaintiff and against Defendant in excess of \$50,000.

COUNT III – TORTIOUS INTERFERENCE

27. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

28. Plaintiff had a contractual relationship with third parties upon which his business relied.

29. Defendant intentionally interfered with Plaintiff's contractual relationship with a third party.

30. Defendant possessed no privilege or justification protecting them from liability for such interference.

31. As a result of Defendant's actions, Plaintiff sustained significant, pecuniary damages.

WHEREFORE Plaintiff prays this Honorable Court award damages in favor of Plaintiff and against Defendant in excess of \$50,000.

WISE LAW OFFICES, INC.

Date: October 20, 2017

By: /s/ Coren J. Wise, Esq.
COREN J. WISE, ESQ.
Attorney for defendant

VERIFICATION

Filed and Attested by the
Office of Judicial Records
20 OCT 2017 03:05 pm
CLERK OF COURT

I verify that the statements made in these pleadings are true and correct. I

understand that false statements herein are made subject to the penalties of 18

Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

[Signature]

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Office of Judicial Records
20 OCT 2017 03:05 pm
C. FORTE

3DPrintBoard.com | VRTalk.com | Insidebitcoins.com

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The Voice of 3D Printing / Additive Manufacturing



When eBay Sellers Try to Defend Their Illegal Sale of 3D Models from Thingiverse, Comedy Ensues

by Scott J Grunewald | Feb 20, 2016 | 3D Design, 3D Printed Art, 3D Printing, Business, Editorials / Opinions |



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[Editor's Update: [Legal experts](#) and the [industry at large](#) are certainly taking notice of this hullabaloo and weighing in — and we can't say it looks good for the guys at just3dprint. Keep

Case ID: 170901451

following on the comments at [Thingiverse](#) and [reddit](#) for more up-to-the-minute updates on these goings-on.]



It was bound to happen of course. When 3D printables files are available online for free and easily shared there was always going to be someone who would be willing to take advantage of that freedom. 3D printing technology is going to completely alter copyrights, trademarks and IP law dramatically over the next few years simply because there really are not a lot of ways to stop people from duplicating, and in some cases stealing and taking credit for, 3D content. Currently there are only two real defenses that 3D model designers have to prevent their work from being stolen; respect for the Creative Commons licenses attached to 3D models and the ethical fortitude to not violate those licenses.

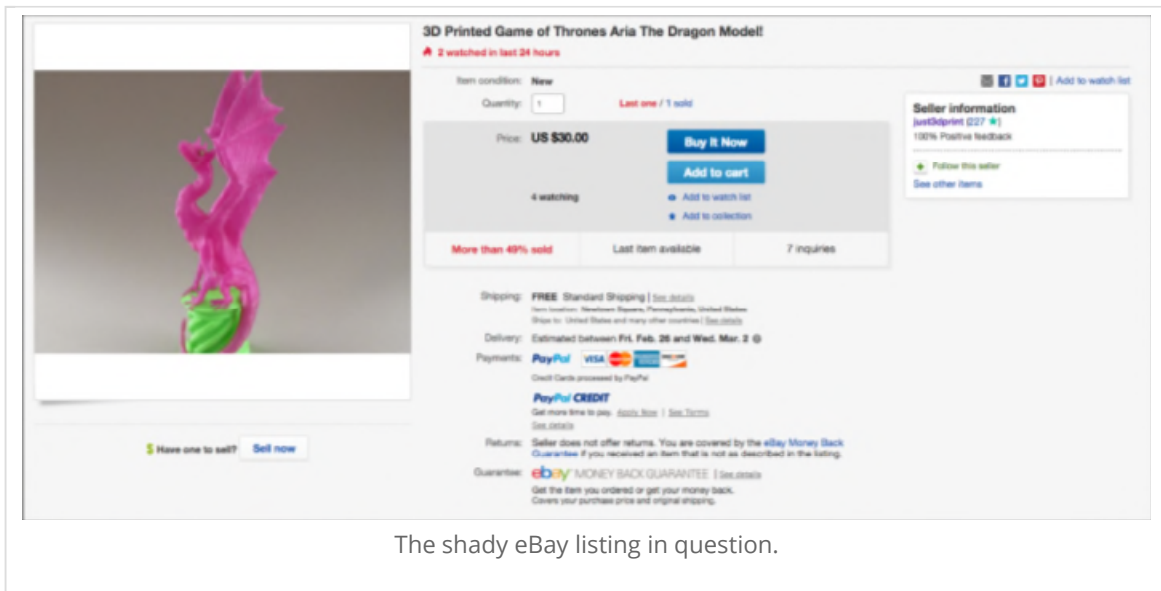
Sadly, an eBay seller calling themselves [just3dprint](#) has neither the respect nor ethics to not abuse the privilege of access to so many amazing 3D printable models. The seller has bulk downloaded thousands of 3D models and product photographs directly from Thingiverse and has listed 3D printed copies of those models for sale on eBay. Their store currently has well over two thousand products available for sale, including everything from cell phone cases, figurines and cosplay props to pen holders. The range of products available is pretty staggering, and while many of those models carry licenses that would allow them to print and sell copies, many of them do not. And that's where they done goofed.

3D designer and Thingiverse user Louise Driggers aka [Loubie](#) is a [pretty popular creator](#) who has seen several of her 3D models featured and highlighted by Thingiverse. Some of her more notable designs are [The Tudor Rose Box](#) and [Aria the Dragon](#). Just a few days ago it was the latter model that she discovered was being sold on the just3Dprint eBay store despite the model carrying a Creative Commons Attribution Non-Commercial license which clearly states that anyone is free to download, modify, duplicate and 3D print her model freely, however there must be appropriate credit given to her and it cannot be used for commercial purposes of any kind.



Aria the Dragon by Thingiverse user
Loubie.





The “Non-Commercial” part of the license means that anyone selling copies of Loubie’s designs is violating her rights as the creator and is violating the law. Violating that license is also violating the Terms of Use for both eBay, which forbids (although doesn’t always restrict) the sale of unlicensed or copyrighted products, and Thingiverse where the 3D model was downloaded from. When Loubie sent the sellers a message asking them to remove her design because it violated her license she received a, frankly, absurd response that is almost hilarious in its complete and total inaccuracy:

“When you uploaded your items onto Thingiverse for mass distribution, you lost all rights to them whatsoever. They entered what is known in the legal world as ‘public domain’. The single exception to public domain rules are ‘original works of art’. No court in the USA has yet ruled a CAD model an original work or art. Therefore, you have no right to exclude others from utilizing the CAD models you have uploaded.

Furthermore, if in the future we do get a precedent in the USA for establishing CAD models as ‘original works of art’, we would still likely be just fine as we are not re-selling your CAD models, but rather ‘transformative’ adoptions [sic] of them in the form of 3D printed objects.

SFE

P.S. When you created these CAD files, did you really want to limit the amount of people who could enjoy them to the 0.01% of the USA with a 3D Printer? 100% of America can purchase the items from us at a reasonable cost and enjoy them-creating made in the USA jobs in the process as well. Furthermore, if you hate the idea of people profiteering from

your work, you may want to take it up with Makerbot/Stratasys who only hosts Thingiverse for AD revenue, to sell more 3D printers.”

Frankly, I don't even know where to start. Just a quick look at the relevant entry on [CreativeCommon.org](https://creativecommons.org) should dispose anyone of the notion that there is any accuracy here whatsoever. Without a lot of options other than trying to get either eBay or Thingiverse to enforce their terms of use, Loubie decided to create a 3D printable [Sad Face model](#) (you're going to want to visit the comments, trust me) and upload it to Thingiverse to hopefully attract some attention to the issue and notify the rest of the Thingiverse community of the theft of their designs. The model did its job and word quickly spread throughout the community and even over to [reddit](#). And that's when things went from goofy to downright stupid.



Sad Face by Loubie on Thingiverse.

In a matter of hours after the Sad Face model was uploaded, just3dprint took to the Things comments section and posted a response that made the one Loubie originally received look like it was written by a legal scholar. At a mind-numbing 3546 words, the comment is only matched in its lack of brevity by its complete and total lack of factual information. The comment is far too long to reproduce here in its cringe-inducing entirety, so I've linked some

screencaps at the end of this article so you can experience the word salad at your own leisure.

Essentially, the response from just3dprint not only manages to get every fact about big legal words like trade secrets, trademarks, copyrights, patents, licenses, the public domain and the Thingiverse ToU completely wrong, but they also do an impressive job of incriminating themselves in willful wrongdoing. First they helpfully point out that they are only one of “5,000” companies that abuse the licenses on many of the 3D models uploaded to Thingiverse by selling them for a profit. They also suggest that they are legally entitled to download and sell copies of the 3D models because they instantly become part of the public domain once they are uploaded to Thingiverse – they *don’t* become part of the public domain once they are uploaded to Thingiverse, by the way – and also freely admit that they are selling, for a profit, 3D models that are IPs owned by companies like Disney and the NFL. Models that are only legally on Thingiverse provided they are not sold for a profit. Honestly, I don’t like calling someone stupid in an article, but what other descriptor could I possibly use when presented with this:

“Next, we have trademarked items. Trademarked items are a set of words, an image, or a sound combination that clearly communicates that a product is being made by a certain brand. The vast majority of trademarks are brand names, logos, or slogans. Trademarks are much more common on Thingiverse/in created CAD files, but are rarely owned by the creator of a design. Instead, it is typically some large company (like Paramount) that owns the TMs. We have found, in our personal experience, that the majority of large companies do not care about a few fan-designed items being produced and sold on eBay/Amazon. Rather, they view it as fueling the value of the TM as it builds up a community of ‘super-fans’ that go to see their movies, buy their things, etc. If, however, a TM owner feels differently about us, or anyone, using the TM for marketing fan-designed goods, they are welcome to reach out and say so. When we get a request to not use a TM, we of course remove any items with said TM.”

Guys, seriously, you just admitted to selling trademarked items illegally. It doesn’t magically become less illegal because the owner of the IP hasn’t discovered your eBay store or because you are willing to comply with a takedown notice. In fact, the one plausible defense that you really had if any sort of legal action was taken against you would be ignorance of the law, *which you just sort of invalidated*. I mean... why would you write those words??

Of course my favorite part of this whole response is their take on the Thingiverse ToU agreement itself:

"The vast majority of 'discussion'/justification for why we/others are being spammed by haters saying that we/others are 'ripping creators off' of their designs comes based not on legal precedent, statutory/common/constitutional law, or any other sound grounds, but rather on the Thingiverse 'non-commercial license'. This license is a complete and total fiction written up to give creators the illusion that they are retaining IP rights to their designs when they upload them to Thingiverse-thus encouraging more creators to upload designs even when doing so might not be in their best interest."

I... you know, bro, I'm really gonna need to see some citations on that. Because if you actually read the [Thingiverse Terms of Use](#), they lay out pretty clearly that the creator still owns their work, they are simply granting Thingiverse, and Thingiverse alone, a license to use their design any way that they see fit on the Thingiverse website. Outside of Thingiverse, the terms of use are set by the model's owner. So really, what you just wrote is, like, just your opinion man.



And it's a really bad one.

"The reason the license is a fiction is that it is purely lip-service without any substance of an actual contract/license and the very drafter of the license knowingly violates it millions of times daily. Firstly, the license is not a valid contract, NDA, or any type of binding agreement for multiple reasons. One of these would be that any contract requires

'consideration' to be paid by both parties-they each must pay a 'real price' for entering into the agreement or it is not valid. A Thingiverse browser does not pay any real price for downloading a design. Another reason is that in the United States we have 300 years of legal precedent, law, etc. about what is public domain and what can be done with said material. Weighing this against a quick blurb written up by a 1st year law student is no comparison whatsoever- any sensible court will rule that the 300 years of public domain rules apply to a design instead of the blurb."

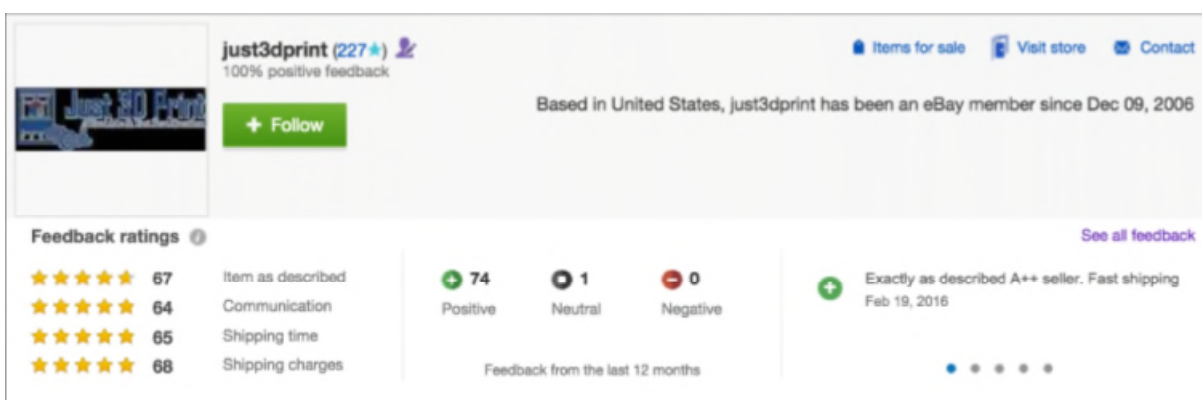
Look, you yourself admit that you know that Thingiverse is owned by MakerBot which is in turn owned by Stratasys, which happens to be the largest 3D printing company in the industry. You can go ahead and keep thinking that they had a first-year law student write up their terms of use agreement if you really want to, but that easily makes the top of the *Not Smart Things That Not Smart People Think* list.

"Thirdly, anyone can download a Thingiverse design without getting an account and agreeing to the 'non-commercial license' in the first place. You might object to this because Thingiverse puts a tiny disclaimer below the download button (which BTW you don't even have to click to download the files) saying that, by downloading a file, you are agreeing to the non-c license. This, in legal terms, is called a click-wrap contract. The abilities of these contracts are incredibly limited and are more for protecting against lawsuits than initiating them."

Yes, there is a measure of truth in this, each model does include a clickwrap agreement which is part of the file that you download, even if you don't have an account with Thingiverse. According to that agreement, the minute that you open that file and use it (say, by 3D printing and selling a copy of it) you are agreeing to the terms of usage set by the model's owner. And yes, clickwrap agreements can occasionally be fought in court and sometimes broken, however that is pretty rare and usually results from a deceptive agreement that intentionally obfuscates its terms or hides the link to its full text. Sadly, by admitting that you know what a clickwrap agreement is and that Thingiverse models have them, and that they have a small link to their ToU agreement, which you helpfully noted the location of, you just, once again, invalidated your only plausible defense against legal action. My goodness man, what are you thinking???

What I find most amusing about this entire situation, and I don't mean to make light of the fact that content creators are having their work stolen but this entire situation is absurd, is the fact that had you just complied with Loubie's request to remove her Aria model from

your store no one would have been exposed to your chicanery. Plus, had you complied with the terms of the licenses attached to the models, no one would have even even cared that you were selling 3D prints of the models. In fact, a lot of the models that are on your eBay store carry creative commons licenses that would *only require you to attribute the creator of the 3D model*, and many of them have no restrictions at all.



By foolishly, and very publically, defending your rights to do something that you have no legal right to do, you have brought a tremendous amount of attention to your eBay store. And the fact that there are, as you suggest, 5,000 other stores doing the same thing as you doesn't magically render your gray area operation suddenly invisible or legal. And by making this so public, you've essentially forced Thingiverse to respond simply to protect their reputation and to discourage their users from removing their content for fear of it being misused or stolen. According to Loubie, she has received word from Thingiverse that they are reviewing the issue with their legal department, who it should be said will likely not be thrilled at your description of them and their legalese as the work of "first year law students".

Based on [your website](#), you guys look to be about twelve (or at least college age), so the specificity and binding nature of the legal agreements that you are eager to ignore are likely new to you. And your actions are probably forgivable and can be considered a learning experience, but you're going to need to make this right with the creators and take their work down. And you should probably get used to the fact that if you want to operate in the murky ^ gray areas of the 3D printing industry, it isn't wise to call attention to yourself by defending your "right" to sell [\\$136 toilet paper holders](#). What's your take on all this? Discuss in the [Illegal Sales of 3D Prints forum](#) over at 3DPB.com.



Part 1

Part 2

Part 3



Part 5

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3D Printing Spotlight On: Poppy Lyttle, Former Education Specialist at MakerBot, Educational Advisor for 3DPrint.com's Design Courses



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A close-up photograph of a 3D printer's nozzle extruding a white filament to create a bowl with a diamond-patterned texture. The printer's metal frame and a fan are visible in the background.

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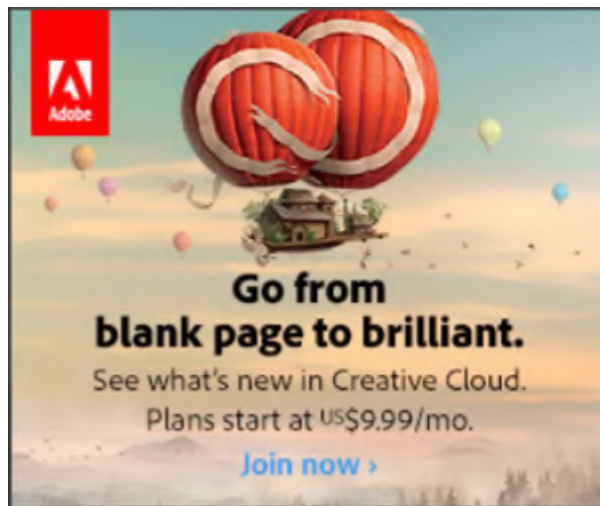
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A screenshot of the Flashforge Inventor software interface, showing a 3D model of a mechanical part on a blue background.

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POPULAR 3DPRINTBOARD DISCUSSIONS

General 3D Printing Discussion

Anything Related to the 3D Printing Industry which doesn't belong in the our other folders goes here.

3D Printers (Hardware)

Discuss the various 3D Printers on the Market. Please make sure there isn't already a folder for the printer you wish to discuss in our Specific 3D Printer Folders.

3D Printer Parts, Filament & Materials

Discussion related to 3D Printer parts, such as hot ends, extruders, and anything else you may want to discuss related to printer parts, as well as filament, resin, and sintering powder.

EVENT SCHEDULE

Seoul | June 28-30, 2017

Tokyo | October 3-6, 2017

(3DPrinting@home @ CEATEC)

Mumbai | December 1-2, 2017

San Diego | December 4-5, 2017

Singapore | February 2018

Istanbul | March 15-16, 2018

(at WIN EURASIA Metalworking)

Sydney | May 2018

São Paulo | Spring 2018

New York | October 30-31, 2018

Next Event

Seoul | June 28-30, 2017



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CERTIFICATE OF SERVICE

I hereby certify that on December 22, 2017, I caused to be served a true and correct copy of Defendant's Preliminary Objections to Plaintiff's Amended Complaint via this Court's Electronic Filing System and U.S. First Class Mail upon the following:

Wise Law Offices, Inc.
Coren Wise, Esq.
1706 Race Street, Suite 200
Philadelphia, PA 19103



Rachel K. Gallegos